



AGENDA

CANBY CITY COUNCIL MEETING

November 15, 2017

7:30 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Tracie Heidt

Councilor Traci Hensley

Councilor Greg Parker

Councilor Tyler Smith

Councilor Sarah Spoon

CITY COUNCIL MEETING – 7:30 PM

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Swearing In of Police Officer

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

A. Approval of Minutes of the November 1, 2017 City Council Regular Meeting

B. Reappointment to Planning Commission

Pg. 1

7. RESOLUTIONS & ORDINANCES

A. Res. 1276, Adopting the 2017 Transit Master Plan for Canby Area Transit Pg. 2

B. Ord. 1468, Authorizing Contract with Mark 43 Incorporated to Provide a Records Management and Analytics System and Related Public Safety Technology Services for the City; and Declaring an Emergency Pg. 72

8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 11/3/2017 Position Applying For: Planning Commissioner
Name: Derrick Mottern Occupation: Telecommunications
Home Address: _____
Employer: Canby Telephone Assoc Position: VP Netowrk Operations
Daytime Phone: _____ Evening Phone: _____
E-Mail Address: _____

What are your community interests (committees, organizations, special activities)?
youth / HS Sports, CTV5 Board, CSSA Board, 811 call before you dig, OTA

What are your major interests or concerns in the City's programs? Growth and understanding
/ balancing City / Community needs. Public Safety, Comprehensive plan
I believe in the cooperative principles and values.

Reason for your interest in this position: Have enjoyed being on the Planning Commission for
the past 2 years. I think it is important to be involved in the community. I believe I
bring something different to the table with my telecommunication construction background.

Experience and educational background: HS, College, I have and still participate on many board
and committees. Served 9 years on hospital board. 2 years as Canby Planning Commission
18 years as a manager in telecommunications building fiber networks for small rural towns and city's.

List any other City or County positions on which you serve or have served: _____
Currently on the City of Canby Planning Commission

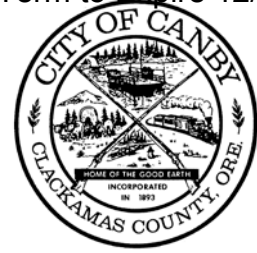
Referred by (if applicable): _____

Please return to:

***City of Canby - Attn: City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov***

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: _____ Date Appointed: _____ Term Expires: _____
Date Resigned: _____ Destruction Date: _____



M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *Julie Wehling, Transit Director*
DATE: *October 30, 2017*
THROUGH: *Richard Robinson, City Administrator*

Issue: Canby Area Transit 2017 Transit Master Plan

Synopsis:

Over the past year, the City has been working with Jarrett Walker + Associates to update its Transit Master Plan.

In the winter of 2017, JWA published a *Choices Report*, which described the existing conditions of transit in Canby, and a key choice that arose about the future: whether to make the next service investment in intercity service (e.g. on Route 99) or in a restored local circulator route within the city.

In the spring of 2017, JWA and City staff engaged a large and diverse set of Canby stakeholders in that key choice. The Transit Advisory Committee recommended a phased approach to improvements that reflected public input, with the first phase being increased frequency on Route 99.

Those phased improvements were described in detail in a Draft Transit Master Plan, as were other operational changes.

The Draft TMP was published on September 1, and comments were collected through October 13. On September 28, at its regular meeting, the Transit Advisory Committee discussed the Draft Plan and took comments from members of the public in attendance.

We received a total of 34 comments, in both English and Spanish, all expressing support for one or another phase of improvements detailed in the Plan. These comments are appended to the Transit Master Plan.

Recommendation: *Staff recommends that the Council adopt the 2017 Transit Master Plan.*

Rationale:

The Transit Master Plan combines the expertise of the consulting team, the expertise of CAT staff, and substantial public input from a diverse set of Canby stakeholders. The phasing of improvements in the Plan represents the values of this community at this time, and the Plan will provide technical guidance for CAT staff for years to come.

Fiscal Impact:

There will be no fiscal impact to implementing either Phases 0 and 1 of the Transit Master Plan. Fiscal impacts of later phases will depend on the amount of state transit funding that is made available to Canby in the future.

Recommended Motion:

“I move to adopt Resolution 1276, A RESOLUTION ADOPTING THE 2017 TRANSIT MASTER PLAN FOR CANBY AREA TRANSIT.”

Attachments: Transit Master Plan

Summary

This report is Volume II of a new Transit Master Plan for the City of Canby.

Volume I of the Plan was called the “Choices Report.” It summarized how existing Canby Area Transit (CAT) services are working, and it described a key choice for Canby’s transit stakeholders and decision-makers:

If additional funding becomes available, which should CAT do first: add more frequency to Route 99 (to Oregon City and Woodburn/Salem), or add a small local circulator route within Canby?

There is no technically correct answer to this question. It is a choice that relates to people’s needs and values. To answer this question, CAT and its transit planners turned to the community.

The community was consulted through:

- Direct outreach at events, local businesses and on buses
- Paper and web surveys, in English and Spanish
- A bilingual stakeholder workshop at the library, attended by a diverse group of community members

- Meetings with the City’s Transit Advisory Committee
- Meetings with City Council

Based on the guidance received in these ways, plus the technical knowledge of the transit planning team, this Plan recommends the following changes to CAT services, in priority and chronological order:

PHASE 0

Make dial-a-ride and ADA paratransit services more efficient, so that the same number of people can be served at slightly lower cost to the City. This phase is already underway.

PHASE 1

Add some frequency to Route 99, using funds saved in Phase 0. It may also be appropriate at this time to add structure to the premium paratransit service between Canby and Oregon City.

PHASE 2A

Add Saturday trips on Route 99.

PHASE 2B:

Add a local circulator route within Canby, on weekdays.

PHASE 3

Add more weekend service on Route 99 (e.g. Sunday and/or holiday service). OR,

add weekend service within Canby (as general public dial-a-ride service, or a local circulator with ADA paratransit).

New Funding

When we began this Plan in 2016, we assumed that no additional transit funding would be available in the next few years. This meant that Canby would have to improve efficiency in order to add either Route 99 or local circulator service.

Since then, the Oregon Legislature established a new statewide fund for transit. Canby expects to start receiving this funding in 2018, though the amount and the requirements that come with it are not yet known. New funding will allow CAT to move through the phases of this Plan more quickly than originally thought.

Volume II: Transit Master Plan

Term to Expire 12/31/2020

For Canby Area Transit

JARRETT WALKER + ASSOCIATES

OCTOBER 25, 2017

Table of Contents

Term to Expire 12/31/2020

Summary	4	Canby Transit Center	38
Resumen	5	New administrative, customer service and maintenance facilities	39
How We Got Here.....	6	Fleet and technology upgrades.....	40
Key Choice	7	Local bus stops	42
Public Input	8	Financial Projections	43
Recent Changes	9	Appendix: Public Involvement	47
Phasing and Priority Improvements.....	10	Outreach Strategies.....	48
Phase 0: Technical changes	11	Communication and Public Information	48
Phase 1: Increase Route 99 frequency, add structure to premium paratransit, continue outreach to Hispanic community	15	Venues for Input.....	48
Phase 2: Addition of Route 99 weekend service, or a local circulator (unfunded).....	18	Bilingual Engagement.....	49
Phase 3: Local weekend service (unfunded)	22	Public Comments in Response to the Alternatives.....	49
Improving Service Productivity.....	23	Responses split by riding habits	51
Capital and Infrastructure Needs	33	Respondent Demographics.....	54
Sidewalks	34	Responses Split by Demographics	56
Bus stop improvements	34	Free-Form Comments	58
SE Knott and Locust Streets	37	Public Comments in Response to the Draft Plan	61
		Appendix: Transit Outcomes from HB 2017	64

Planning Team

This Transit Master Plan was prepared by a team of City of Canby staff and consulting transit experts, working together in 2016 and 2017. They included:

Canby Area Transit

Julie Wehling, Transit Director
Nancy Muller, Transit Coordinator



Jarrett Walker + Associates

Michelle Poyourow, Senior Associate
Jarrett Walker, Principal
Gavin Pritchard, Analyst



Multicultural Collaborative

Therese McLain, Managing Partner
Anita Yap, Founding Partner
Roberto Jimenez, Partner
Justin Sandoval, Latino Outreach
Ari Archibald, Spanish Translation
Melania Hyers and Jesus Leon-Monsalve,
Workshop Interpreters



AMMA Transit Planning

Heather Menninger, Principal



Funding

This Plan was made possible by a grant from the Oregon Department of Transportation.

Summary

This report is Volume II of a new Transit Master Plan for the City of Canby.

Volume I of the Plan was called the “Choices Report.” It summarized how existing Canby Area Transit (CAT) services are working, and it described a key choice for Canby’s transit stakeholders and decision-makers:

If additional funding becomes available, which should CAT do first: add more frequency to Route 99 (to Oregon City and Woodburn/Salem), or add a small local circulator route within Canby?

There is no technically correct answer to this question. It is a choice that relates to people’s needs and values. To answer this question, CAT and its transit planners turned to the community.

The community was consulted through:

- Direct outreach at events, local businesses and on buses
- Paper and web surveys, in English and Spanish
- A bilingual stakeholder workshop at the library, attended by a diverse group of community members

- Meetings with the City’s Transit Advisory Committee
- Meetings with City Council

Based on the guidance received in these ways, plus the technical knowledge of the transit planning team, this Plan recommends the following changes to CAT services, in priority and chronological order:

PHASE 0

Make dial-a-ride and ADA paratransit services more efficient, so that the same number of people can be served at slightly lower cost to the City. This phase is already underway.

PHASE 1

Add some frequency to Route 99, using funds saved in Phase 0. It may also be appropriate at this time to add structure to the premium paratransit service between Canby and Oregon City.

PHASE 2A

Add Saturday trips on Route 99.

PHASE 2B:

Add a local circulator route within Canby, on weekdays.

PHASE 3

Add more weekend service on Route 99 (e.g. Sunday and/or holiday service). OR,

add weekend service within Canby (as general public dial-a-ride service, or a local circulator with ADA paratransit).

New Funding

When we began this Plan in 2016, we assumed that no additional transit funding would be available in the next few years. This meant that Canby would have to improve efficiency in order to add either Route 99 or local circulator service.

Since then, the Oregon Legislature established a new statewide fund for transit. Canby expects to start receiving this funding in 2018, though the amount and the requirements that come with it are not yet known. New funding will allow CAT to move through the phases of this Plan more quickly than originally thought.

Resumen

Este borrador es el Volumen II de un nuevo Plan maestro de Tránsito para la Ciudad de Canby. Volumen I del Plan fue llamado el "Informe de Opciones." Aquel resumía cómo están funcionando los servicios existentes del Área de Tránsito de Canby (CAT), y describe una opción clave para Canby:

Si se dispone de fondos adicionales, ¿qué debe hacer CAT primero: Añadir más frecuencia a la ruta 99 (a Oregon City y Woodburn/Salem), o añadir una pequeña ruta de circulador local dentro de Canby?

No hay una respuesta técnicamente correcta a esta pregunta. Es una elección que se relaciona con las necesidades y valores de la gente. Para responder a esta pregunta, CAT y sus planificadores de tránsito se dirigieron hacia la comunidad. La comunidad fue consultada a través de:

- Información y encuestas en eventos, negocios locales y en buses
- Encuestas en papel y por internet, en inglés y español
- Un taller bilingüe de accionistas en la biblioteca, al que asistieron un grupo diverso de miembros de la comunidad
- Reuniones con el Comité Consultivo de Tránsito de la Ciudad

- Reuniones con el Concejo Municipal

Basándose en la orientación recibida de este modo, además del conocimiento técnico del equipo de planificación de tránsito, este plan recomienda los siguientes cambios en los servicios CAT, en orden prioritario y cronológico:

Fase 0

Haga que el dial-a-Ride y los servicios de paratransito de ADA sean más eficientes, de modo que el mismo número de gente puedan ser atendidas en un costo levemente más bajo para la ciudad. Esta fase ya está en marcha.

Fase 1

Agregar cierta frecuencia a la ruta 99, usando los fondos ahorrados en la fase 0. También puede ser apropiado en este momento para agregar más estructura al servicio de paratransito Premium entre Canby y la ciudad de Oregon.

Fase 2a y 2b

Fase 2a: Añadir viajes durante los sábados en la ruta 99.

Fase 2b: Añadir una ruta de circulador local dentro de Canby, los días laborables.

Fase 3:

Añadir más servicio de fin de semana en la ruta 99 (ej. Domingo y/o servicio de días festivos).

O, añadir servicio de fin de semana dentro de Canby (como servicio público de dial-a-ride, o un circulador local con paratransito ADA).

Nueva Financiación

Cuando iniciamos este Plan en el 2016, asumimos que ningún financiamiento adicional de tránsito estaría disponible en los próximos años. Esto significaba que Canby tendría que mejorar la eficiencia con el fin de añadir la ruta 99 o el servicio de circulador local.

Desde entonces, la legislatura de Oregon estableció un nuevo fondo estatal para el tránsito. Canby espera comenzar a recibir este financiamiento en 2019, aunque la cantidad y los requisitos que vienen con él todavía no se conocen. Los nuevos fondos permitirán que CAT se mueva a través de las fases de este plan más rápidamente de lo que se pensó en un principio.

1

How We Got Here

This is Volume II of the Canby Transit Master Plan. For a description of Canby's existing transit services, recent history, and key choices for the future, please read *Volume I: Transit Choices Report*, available to download from the [Canby Area Transit website](#).

Key Choice

In the winter and spring of 2017, Canby Area Transit (CAT) engaged the public, stakeholders, and the City Council in a discussion of a major choice about the future of transit in the city:

If additional funding becomes available, which should CAT do first: add more frequency to Route 99 (to Oregon City and Woodburn/Salem), or add a small local circulator route within Canby?

This choice will soon become relevant if CAT improves the efficiency of its dial-a-ride and ADA paratransit services, or when CAT starts receiving additional operating funds (as has recently been decided by the Oregon Legislature).

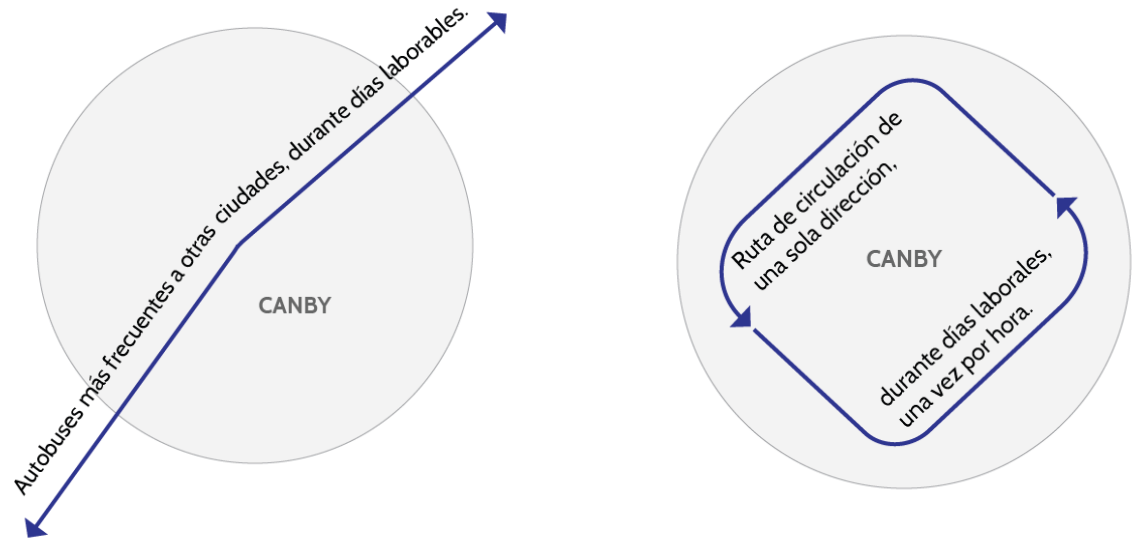


Figure 1: Canby transit stakeholders were asked which was more important to them: more frequent service on intercity bus routes like Route 99 (at left), or a local one-way circulator route within the city (at right). These graphics were used in the web and print surveys, which were also available in English.

Public Input

The policy and prioritization recommendations in this Plan are substantially informed by input from a wide variety of people:

A group of 36 stakeholders spent four hours in a bilingual training and workshop focused on this choice. In a poll at the end of the workshop, 11 of them said they believed the City should prioritize investments in a new local circulator, whereas 17 said more frequency on Route 99 should be the top priority.

175 people took a bilingual survey, in print or online. Of these people, 63 preferred a local circulator, and 100 preferred more service on Route 99.

The most common free-form comment in the surveys was a request for weekend service.

The Transit Advisory Committee recommended unanimously to City Council that a phased improvement plan be adopted, in which the first step would be increased service on Route 99. (A longer description of this phased plan is in Chapter 2.)

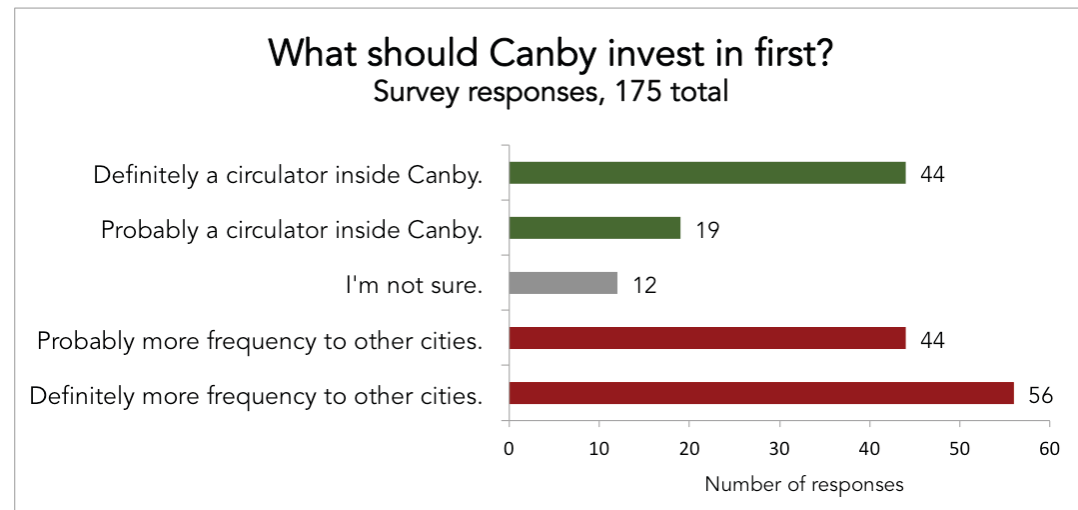
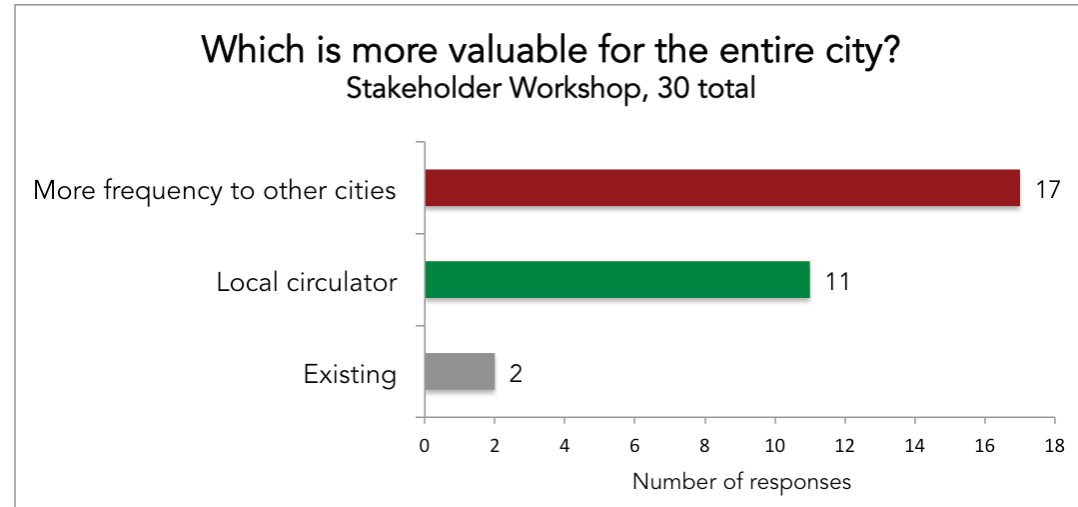


Figure 2: Input from diverse sources showed consistent support (though not unanimous support) for investing in more frequency on intercity transit routes before restoring a local circulator.

The people consulted in the development of this plan were diverse, representing:

A wide range of ages,

Non-riders and current CAT riders alike,

Riders of dial-a-ride, paratransit and Route 99 (as well as other neighboring transit systems),

Canby residents, workers, business owners and managers; and

Both Anglos and Hispanics.

No single “interest group” or demographic group dominated this process, and there was a range of opinion on this key choice within each demographic group. In the end, the public input was not unanimous but was broad, thoughtful and consistent across venues and groups.

Recent Changes

Since the start of this planning effort in 2016, a number of changes have taken place:

- The Oregon Legislature established a new Statewide Transit Investment Fund (STIF) in July 2017.
- The City sought bids on the operation of its transit services, selected MV Transportation (the previous contractor), and signed a new agreement with MV, effective July 1, 2017. The agreement included a higher payment rate per hour of service provided, and a predictable escalation of that rate over the term of the contract.
- The new agreement with MV also includes provisions to improve the efficiency of dial-a-ride and paratransit services, and shift any savings from those services into Route 99. MV and CAT staff have already begun to work together towards that end.

The new statewide transit fund established in July 2017 is called the State Transportation Improvement Fund (STIF). The STIF will collect payroll taxes (at a rate of 0.1%) from employers and employees around the state starting in July of 2018, and distribute them to transit providers

around the state for transit operations. The distribution rules and process are somewhat complex and not yet fully developed.

Canby Area Transit can reasonably expect to receive some increased amount of funding as a result of the STIF, as early as fall 2018, and no later than January 2019 (by which date ODOT staff must have the program up and running).

All of these changes are positive for CAT. They increase the likelihood that CAT will be able to implement the Phases 0 and 1 of this plan in the near future.

2 Phasing and Priority Improvements

In this chapter, recommendations for all of the modes of transit that CAT provides or could provide are organized into priority phases. Those transit modes include intercity fixed route, general public dial-a-ride, Americans with Disabilities Act (ADA) paratransit, and a potential future local circulator. These phases are based in part on the relative importance of changes, derived from public input, and in part on the practical sequencing of certain changes.

Phase 0: Technical changes

This first phase is called “Phase 0” because it involves technical improvements, about which few stakeholders are likely to have strong opinions. Phase 0 lays the groundwork for later phases. The major results of Phase 0 will be an improvement in dial-a-ride and paratransit efficiency, and the writing of a new, simpler schedule for Route 99.

Dial-a-ride and ADA paratransit

CAT can improve dial-a-ride and paratransit efficiency by delivering the same number of dial-a-ride and ADA paratransit trips, to the same number riders as use the services today, for a slightly lower cost.

Service cost can be measured in the number of “service hours” provided by MV and purchased by CAT. A service hour equals one bus and one driver on the road or at the ready, for one hour. The number of boardings per service hour is called “productivity,” and is reported for CAT’s two major types of service, in the table above.

A close look at data from April 2016 revealed that CAT and MV delivered 2.4 transit boardings by dial-a-ride and paratransit customers for every hour of service provided.¹ The performance target for Phase 0 is an increase in productivity of dial-a-ride and paratransit to 3.1 boardings per hour of service.

Increasing the number of people served from 2.4 to 3.1 per hour would likely require asking more riders to share a vehicle with one another, and sometimes (for non-time-sensitive trips) to travel at a different time. Other efficiency improvements would be made “behind the scenes” and would not affect existing riders. These improvements, changes and other operational

1. To learn more about how existing services work and perform, download *Volume I: Choices Report*.

Service	Hours of Service Supplied	Boardings	Boardings per Hour (Productivity)
Route 99	7,647	74,685	9.8
Dial-a-ride and ADA paratransit	6,553	15,575	2.4

Figure 3: The productivities of CAT’s fixed route (Route 99) and demand-responsive services (dial-a-ride and paratransit) in fiscal year 2015-2016. Fixed routes are nearly always many times as productive than demand-responsive services.

recommendations, are described in detail in Chapter 4.

As CAT and MV increase the number of riders served per hour, the number of hours of service required to maintain the paratransit and dial-a-ride programs can be reduced. These service hours can then be shifted to Route 99, to increase frequency or span of service, as described in Phase 1.

CAT has already begun Phase 0, even before the writing of this Plan. By making improvements to the nature of the operating agreement with MV, CAT has improved the incentive structure that rewards MV for efficiency, and has improved the basis for collaboration between MV and CAT.

Route 99 schedule

The existing Route 99 schedule is complex and difficult to follow. Even without increasing the frequency or span of Route 99, CAT could revise the schedule so that trip times are more memorable and predictable throughout the day.

However, Route 99 service is currently provided by drivers who also provide dial-a-ride and paratransit trips during the day. Thus changing the Route 99 schedule will cause MV to create new work shifts for operators. This should be done with an eye towards improving dial-a-ride and paratransit efficiency, as described above.

In the summer of 2017, Cherriots (the Salem-Keizer area transit provider) and CAT began a planning project for the larger Highway 99E corridor. A key outcome of this project will be improved connections between Canby and Salem. Today, Route 99 and Cherriots 10X both stop in Woodburn, and a person can theoretically transfer from one to the other. However, wait times for that transfer are very long, and as a result few people find it useful. (A map of Route 99 and Cherriots 10X, along with other regional services, is shown on page 14.)

Fast and reliable “pulses” or “timed

connections” are possible when the buses from two different routes arrive at the same stop at the same time, and dwell together for a few minutes so that passengers can transfer in both directions. A “timed connection” in or near Woodburn is one possible outcome of the Highway 99E Corridor Plan.

It may also be possible to make some timed connections at the Canby Transit Center, between Route 99 and Wilsonville’s Route 3X.

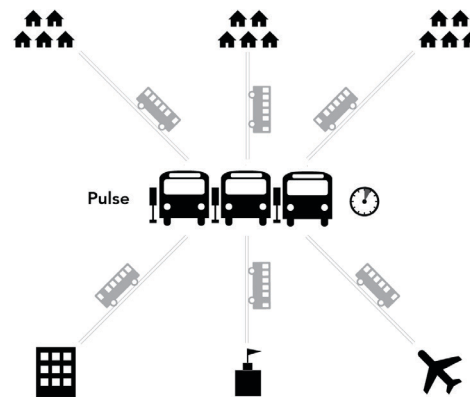


Figure 4: In a “pulse” or timed connection, buses on two or more routes meet at the same time and place so that customers can quickly transfer among them. The possibility that a pulse could make travel between Canby and Salem easier will be studied in a Highway 99E plan that is now underway.

The writing of a new Route 99 schedule will take into account this goal of an improved Canby-to-Salem connection. However, making timed connections, as described above, is easier on more frequent routes, because there are more times each day when the connection could take place. Increasing the frequency of Route 99 service, in and after Phase 1, will make it easier for Canby to provide a good connection to Salem and to other cities in the region.

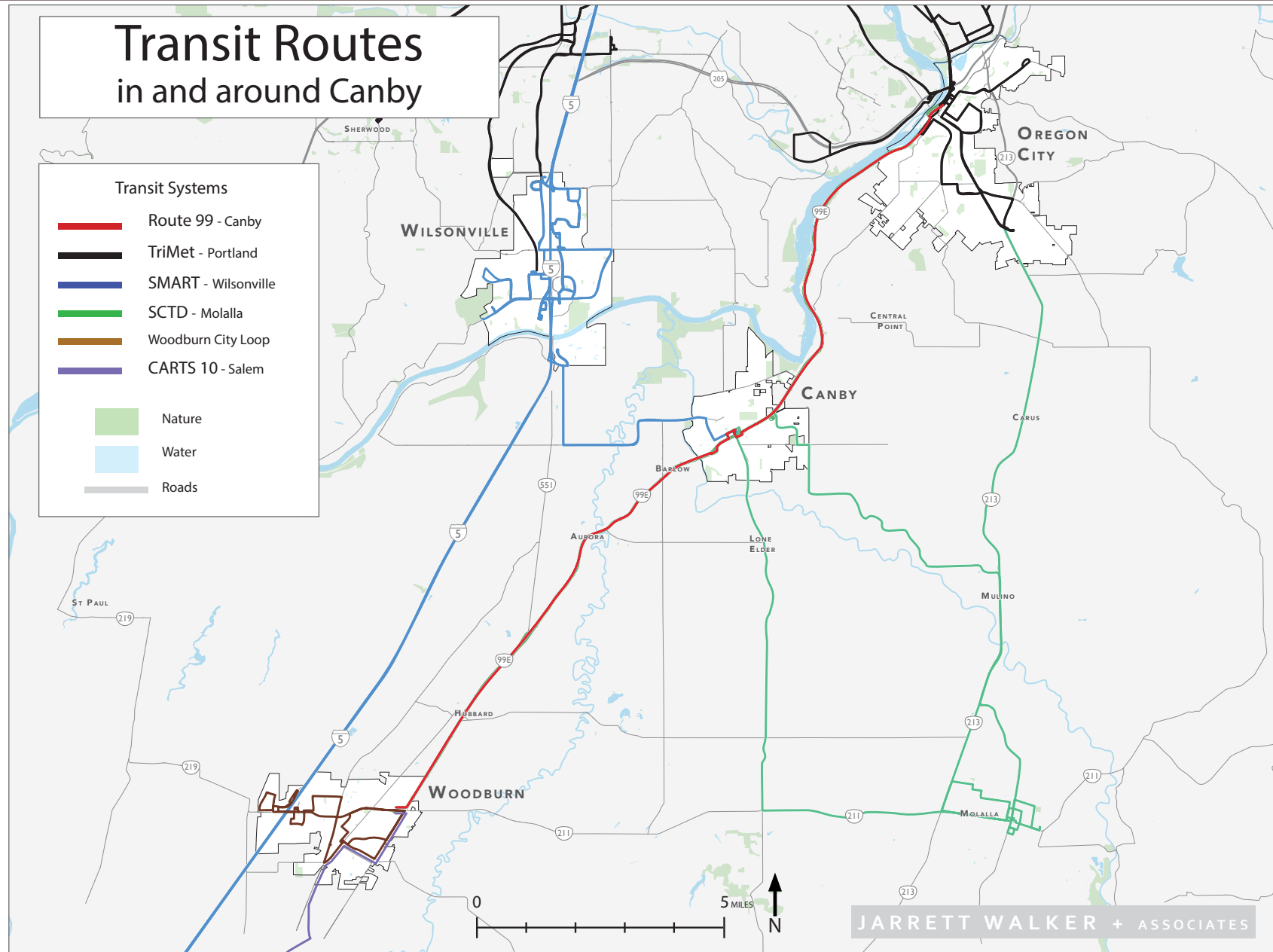
The conceptual schedule at right demonstrates how Route 99 could be made more predictable and legible, without requiring additional service hours. In this schedule:

- There is hourly frequency to Oregon City all day, and half-hourly frequency during rush-hours.
- There is hourly service to Woodburn during rush hours.
- Departure and arrival times repeat approximately every 30 or 60 minutes, so people can easily keep the schedule in their heads.
- However, a consequence of this “tidying-up” of the schedule is that there would no longer be midday trips to Woodburn, and there would no longer be midday trips to the southwest end of town, near Safeway.

It is unlikely that CAT will need to implement this schedule, because CAT expects to save some service hours from dial-a-ride and paratransit efficiencies, and expects to receive additional funding from the state starting in 2019. The conceptual schedule that more likely resembles what will be implemented is shown on page 16.

Figure 5: This conceptual schedule for Route 99 would make departure and arrival times more even and predictable, without requiring any additional budget.

Budget Neutral Conceptual Route 99 Weekday Schedule							
Weekdays only; Makes all local stops in addition to those listed here Uses existing Route 99 budget only (29.5 service hours per day)							
Northbound				Southbound			
Major stops:				Major stops:			
Woodburn Bi-Mart (depart)	Canby TC (arrive)	Canby TC (depart)	Oregon City TC (arrive)	Oregon City TC (depart)	Canby TC (arrive)	Canby TC (depart)	Woodburn Bi-Mart (arrive)
		4:55 AM	5:15 AM	5:20 AM	5:40 AM	5:53 AM	6:15 AM
		5:55 AM	6:15 AM	6:20 AM	6:40 AM	6:53 AM	7:15 AM
		6:25 AM	6:45 AM	6:50 AM	7:10 AM		
6:20 AM	6:42 AM	6:55 AM	7:15 AM	7:20 AM	7:40 AM	7:53 AM	8:15 AM
		7:25 AM	7:45 AM	7:50 AM	8:10 AM		
7:20 AM	7:42 AM	7:55 AM	8:15 AM	8:20 AM	8:40 AM	8:53 AM	9:15 AM
		8:25 AM	8:45 AM	8:50 AM	9:10 AM		
8:20 AM	8:42 AM	8:55 AM	9:15 AM	9:20 AM	9:40 AM		
9:20 AM	9:42 AM						
		9:55 AM	10:15 AM	10:20 AM	10:40 AM		
		10:55 AM	11:15 AM	11:20 AM	11:40 AM		
		11:55 AM	12:15 PM	12:20 PM	12:40 PM		
		12:55 PM	1:15 PM	1:20 PM	1:40 PM		
		1:55 PM	2:15 PM	2:20 PM	2:40 PM		
		2:55 PM	3:15 PM	3:20 PM	3:40 PM*	4:05 PM*	4:27 PM
		4:05 PM	4:25 PM	4:30 PM	4:50 PM	5:03 PM	5:25 PM
		4:35 PM	4:55 PM	5:00 PM	5:20 PM		
4:32 PM	4:54 PM	5:06 PM	5:27 PM	5:32 PM	5:52 PM	6:05 PM	6:27 PM
		5:35 PM	5:55 PM	6:00 PM	6:20 PM		
5:30 PM	5:52 PM	6:05 PM	6:25 PM	6:30 PM	6:50 PM	7:03 PM	7:25 PM
		6:35 PM	6:55 PM	7:00 PM	7:20 PM		
6:32 PM	6:54 PM	7:06 PM	7:27 PM	7:32 PM	7:52 PM		
7:30 PM	7:52 PM						
		7:35 PM	7:55 PM	8:00 PM	8:20 PM		



Phase 1: Increase Route 99 frequency, add structure to premium paratransit, continue outreach to Hispanic community

Phase 1 can begin either when CAT and MV have saved some service hours in the dial-a-ride and paratransit programs, or when additional resources become available (for example from an increase in payroll tax receipts by the City, or an increase in state funding).

Route 99

The northern and southern halves of Route 99 are similarly productive, meaning they move a similar number of people relative to the level of service provided. This suggests that CAT should add frequency to both halves of the route, because that higher frequency will benefit a similar number of existing and future riders on both halves of the route.

It will be valuable for CAT to define Route 99 as a “commuter express,” to avoid large new ADA paratransit obligations in the future. FTA guidance on what makes

a route a “commuter express” is vague and somewhat dated. However, two elements of the definition are clearly relevant to Route 99: The distances between commuter express stops are expected to be fairly long (1/2 or 1 mile apart, rather than the 1/8 or 1/4 mile spacing that is common for local routes), and a commuter express should make few deviations from a straight path.

The best time for CAT to make these changes to Route 99 will be when the frequency or span are improved. That way, riders who may be asked to walk a little farther, or cross the street (as a result of stop consolidation) may be compensated for that inconvenience with shorter waits and more choice in when they can travel.

It may be a good idea to delay some stop-consolidation or deviation-elimination until capital dollars are available to improve those stops where passengers are asked to gather. Again, riders who are negatively impacted by a longer walk or a road crossing may be compensated with a more comfortable waiting environment.

The conceptual schedule on the next page demonstrates how Route 99 could be made more predictable and legible, and how more frequency could be added. It would require the addition of about 7 service

hours per day (on top of the 29.5 service hours per day required for the 2016/2017 schedule). In this enhanced schedule:

- There is hourly frequency to Oregon City all day, and half-hourly frequency during rush-hours.
- There is hourly service to Woodburn all day (unlike in the budget-neutral schedule shown on page 13).
- Departure and arrival times repeat approximately every 30 or 60 minutes, so people can easily keep the schedule in their heads.
- There is service to the southeast side of Canby, near Berg Parkway, all day (unlike in the budget-neutral schedule shown on page 13).

In Chapter 5, we describe how the conservative estimate of funding that should come from the new state source (“STIF”) in 2019 would purchase about 6 service hours per weekday in that year. This suggests that CAT could implement this “Enhanced” Route 99 schedule with state funding, plus one service hour of efficiency savings from dial-a-ride and paratransit.

If CAT can save more than one service hour per day from dial-a-ride and paratransit, then it would become affordable

to lengthen the service day on Route 99, so that people can travel to Oregon City or Woodburn later at night or earlier in the morning.

This schedule is “conceptual” in two ways:

- CAT is now participating in a Highway 99E Corridor Study. This study is likely to recommend some schedules for CAT’s Route 99 and Cherriots’s Route 10X, that would work together to make for a reliable trip from Canby to Salem.
- This schedule shows times at major stops only. Times at minor stops, and the exact routing of Route 99 within Canby, will be determined at a later date, after the aforementioned 99E Corridor Study.

The concept presented in this schedule for public review is the general pattern of frequency among the cities served by Route 99.

Figure 6: In this conceptual schedule, there would be more trips per day to Woodburn and Oregon City, and at more consistent frequencies, all day. It would require about 7 more service hours per day than the existing Route 99 schedule.

"Enhanced" Route 99 Weekday Schedule: More Budget Required Weekdays only; Makes local stops in addition to those listed here Requires ADDITIONAL Route 99 budget (36.5 service hours per day)							
Northbound				Southbound			
Major stops:				Major stops:			
Woodburn Bi-Mart (depart)	Canby TC (arrive)	Canby TC (depart)	Oregon City TC (arrive)	Oregon City TC (depart)	Canby TC (arrive)	Canby TC (depart)	Woodburn Bi-Mart (arrive)
		4:55 AM	5:15 AM	5:20 AM	5:40 AM	5:53 AM	6:15 AM
		5:25 AM	5:45 AM	5:50 AM	6:10 AM		
		5:55 AM	6:15 AM	6:20 AM	6:40 AM	6:53 AM	7:15 AM
		6:25 AM	6:45 AM	6:50 AM	7:10 AM		
6:20 AM	6:42 AM	6:55 AM	7:15 AM	7:20 AM	7:40 AM	7:53 AM	8:15 AM
		7:25 AM	7:45 AM	7:50 AM	8:10 AM		
7:20 AM	7:42 AM	7:55 AM	8:15 AM	8:20 AM	8:40 AM	8:53 AM	9:15 AM
		8:25 AM	8:45 AM	8:50 AM	9:10 AM		
8:20 AM	8:42 AM	8:55 AM	9:15 AM	9:20 AM	9:40 AM	9:53 AM	10:15 AM
9:20 AM	9:42 AM	9:55 AM	10:15 AM	10:20 AM	10:40 AM	10:53 AM	11:15 AM
10:20 AM	10:42 AM	10:55 AM	11:15 AM	11:20 AM	11:40 AM	11:53 AM	12:15 PM
11:20 AM	11:42 AM	11:55 AM	12:15 PM	12:20 PM	12:40 PM	12:53 PM	1:15 PM
12:20 PM	12:42 PM	12:55 PM	1:15 PM	1:20 PM	1:40 PM	1:53 PM	2:15 PM
1:20 PM	1:42 PM	1:55 PM	2:15 PM	2:20 PM	2:40 PM	2:53 PM	3:15 PM
2:20 PM	2:42 PM	2:55 PM	3:15 PM	3:20 PM	3:40 PM	4:05 PM*	4:27 PM
3:20 PM	3:42 PM	4:05 PM	4:25 PM	4:30 PM	4:50 PM	5:03 PM	5:25 PM
		4:35 PM	4:55 PM	5:00 PM	5:20 PM		
4:32 PM	4:54 PM	5:06 PM	5:27 PM	5:32 PM	5:52 PM	6:05 PM	6:27 PM
		5:35 PM	5:55 PM	6:00 PM	6:20 PM		
5:30 PM	5:52 PM	6:05 PM	6:25 PM	6:30 PM	6:50 PM	7:03 PM	7:25 PM
		6:35 PM	6:55 PM	7:00 PM	7:20 PM		
6:32 PM	6:54 PM	7:06 PM	7:27 PM	7:32 PM	7:52 PM		
7:30 PM	7:52 PM						
		7:35 PM	7:55 PM	8:00 PM	8:20 PM		

Premium Paratransit to Oregon City

There is an opportunity to improve the efficiency of CAT's paratransit services to Oregon City, while still meeting Canby's obligation to TriMet, and TriMet's obligation under the American with Disabilities Act.

The transit trip from Canby to an Oregon City destination, using fixed-route buses (such as Route 99 and TriMet lines) would take someone between 50 and 90 minutes, plus time waiting at their destination because so often the transit schedule would get them there much earlier than desired. The FTA requires that ADA paratransit services take a person no longer to get to their destination than it would take them on fixed-route transit.

Given that the fixed route trip to Oregon City takes so long, CAT has considerable flexibility in how premium paratransit to Oregon City is delivered. Today demand for this service is fairly low, but costs per passenger are very high. CAT can implement a few changes that would help to limit the growth of these costs in the future, and improve the productivity of the service in the short term. These potential strategies are described at greater length starting on page 29.

Engaging diverse stakeholders

CAT engages with Latino and Hispanic community members in Canby by reaching out to local non profit organizations (such as Bridging Cultures) tabling at public events, conducting surveys in Spanish as well as English, and publishing service announcements in Spanish and English.

In order to engage the public in this Plan, we built on CAT's previous practices and reached a larger and more diverse set of stakeholders than ever before in Canby. (Our effort and the results are described in detail starting on page 47.)

CAT staff will continue to work with the community members and organizations for implementation of the Plan. CAT has a Civil Rights Program, addressing Title VI of the Civil Rights Act of 1964 and describing how CAT will engage with people with limited English proficiency. This Program will be updated by early 2018.

In addition to continuing its current practices, we recommend that CAT:

- Develop an engagement and marketing plan specifically focused on Hispanic and Latino stakeholders and potential transit riders.
- Reach out to the individuals who

attended the stakeholder workshop or took a survey, and invite them (in their native language) to comment on any service changes.

- Hire bilingual outreach staff to make phone calls, visits and presentations, if necessary.
- Work with Bridging Cultures and its "Concilio" advisory council to spread the word about coming changes.
- Maintain and grow the database created for this project, in order to track stakeholders and understand their community connections and their preferred language for engagement.
- If in the near future, before the next Transit Master Plan update, pose any major "Key Choices" that arise to the community, using the bilingual and multicultural outreach strategies that were effective in this process, and new strategies identified in the aforementioned engagement plan.
- Work with MV to recruit dispatch and/or customer service staff who are fluent in Spanish, or invest in training for existing staff who are willing to improve their Spanish language skills.

Most of these efforts would involve one-time or permanent costs. However, they would be a valuable investment in CAT's

relationship with the community and in the cohesiveness of the city as a whole.

Phase 2: Addition of Route 99 weekend service, or a local circulator (unfunded)

If yet more resources become available, either through efficiencies or from new revenue sources, CAT may wish to make improvements beyond Phase 1.

Once CAT has increased service on Route 99, it is not clear whether the investment that would be most important to the community would be adding weekend service on Route 99 (likely starting with Saturdays), or adding a local circulator route on weekdays. The public was not consulted on this particular choice as part of this process.

While people who work service jobs are generally required to work both Saturdays and Sundays, providing Saturday service alone is still valuable. Saturday service allows people who work during the week to run errands or socialize on one of their days off; allows young people to socialize and travel to jobs; and reduces the number of times a week service workers have to get a ride from a friend or pay for a taxi. Adding

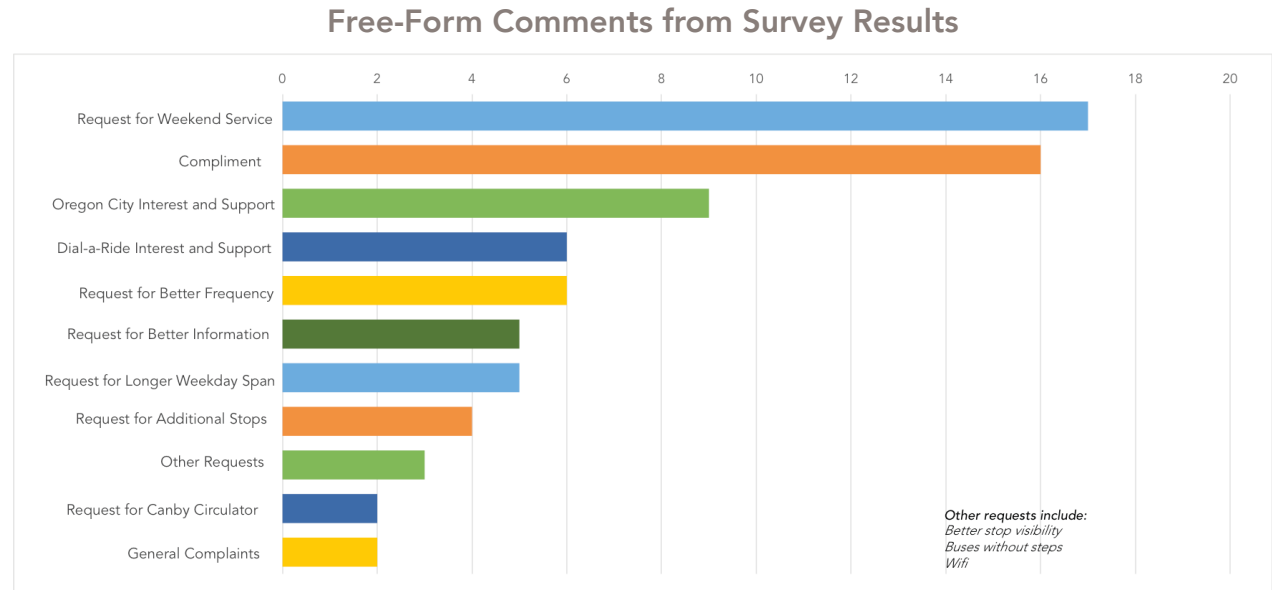


Figure 7: In web and print surveys, the most common response to the open-ended question “Is there anything else you want CAT to know?” was a request for some type of weekend service (top bar).

Saturday service is a reasonable step towards offering service every day, even if the biggest ridership payoff isn’t likely to accrue until both Saturday and Sunday service can be provided.

The smallest and more affordable step in Phase 2 would be the addition of Route 99 service on Saturdays. This could cost as little as 14 service hours per week, plus overhead costs associated with providing maintenance and supervision on Saturdays. However, adding Saturday service of any kind would require a revision to CAT’s

contract with MV Transportation, so the cost of purchasing those Saturday service hours from MV is unknown.

The addition of a local circulator, in contrast, might cost 50 service hours per week (though it could cost less if it replaced, rather than supplemented, local dial-a-ride).

Phase 2a: Addition of Route 99 weekend service

A desire for weekend service was repeatedly and strongly expressed by stakeholders at the workshop, people who took the survey, and community groups reached by the planning team. Among survey respondents who made a free-form comment, the most common request by far was for weekend service. In 2013, CAT gathered public requests for transit improvements, and then as now the top request was for weekend service (specifically, Route 99 service on Saturday).

Operating any transit on Saturday will require CAT to “turn on the lights” for an additional day each week, since the agency is currently closed on Saturdays, Sundays and holidays. The cost of weekend service is thus not only the cost of service hours (which represent drivers and buses), but also the cost of supervision; of an on-call mechanic; and possibly of customer service.

(Because Route 99 would be an “express” bus, the City would not be obliged to provide ADA paratransit on the weekends, until and unless a deliberate decision were made to do so, as in Phase 4 below.)

Canby’s neighbors may decide to spend

additional transit funds on weekend service on regional routes, such as Cherriots Route 10X from Salem. Currently, neither Cherriots nor Wilsonville SMART provide weekend service near Canby, though SMART does operate a route from Wilsonville to SW Portland on Saturdays (Route 2X). If that changes, it might affect how CAT prioritizes investments in weekend service on Route 99 (Phase 2a) or in a local circulator on weekdays (2b, below).

Phase 2b: Addition of weekday local circulator, potentially replacing general public dial-a-ride

Even though it was a lower priority for Canby stakeholders than increasing Route 99 service, there is still substantial interest in having a local route circulating within Canby.

The minimum useful span of such a circulator would be approximately 10 hours. (A shorter span would make it nearly impossible for anyone to commute both to and from an 8.5-hour job shift.) At the cost of 10 service hours per day, then, Canby could have a one-bus, one-way loop that services substantial parts of the south side, the Transit Center, and possibly a small part of the north side.

This is a minimal level of local service, for a number of reasons:

A 10-hour span is very short. While it would be fine for young people in school, for people who do not work on weekdays, and for retired people, it would not be very useful for people commuting to daytime jobs. It would especially not be useful for people working in retail jobs, since their shifts would likely begin or end outside of the service period. Likewise, it would not run for enough hours to allow someone to use Route 99 plus the local circulator to commute to and from jobs in Salem, Oregon City or Portland.

The loop would be one-way. This means that for every person’s round trip, they would have to ride the loop the long way around. They may decide to simply walk, instead, for some trips.

The service would be infrequent. The bus would come every hour. Again, because the trip would take a long time, many people who are able to walk (or bike) would choose to do so and get there sooner.

The geographic areas of Canby that can be covered by an hourly loop are fairly limited. Street connectivity, especially on the north side, makes it particularly difficult to run such a loop close to everyone. This is why

the loop, at this lowest possible cost, would not be able to reach deep into the north side of town.

Between scheduled stops, the route may need to deviate in order to pick up ADA passengers and take them to their destinations. (Whether or not this is necessary depends on the supply of ADA paratransit service CAT has available.) This would add some variability to travel times for riders of the circulator.

What is described above is a much shorter route than was served in 2010 by the one-way green and blue routes, as shown in the map at right.

If Canby wanted to implement circulator routes as long as the previous blue and green routes, but costing just 10 service hours per day, those routes would have to be very infrequent, coming every 90 or 120 minutes.

Of course, the limited one-way loop that today seems possible in Phase 2b could be improved with additional funding:

- The span of service could be made longer, so that it runs earlier in the morning or later in the evening.
- The loop could be operated two-way, which would double its cost (from 10 to

Map of Transit Service in Canby in 2010

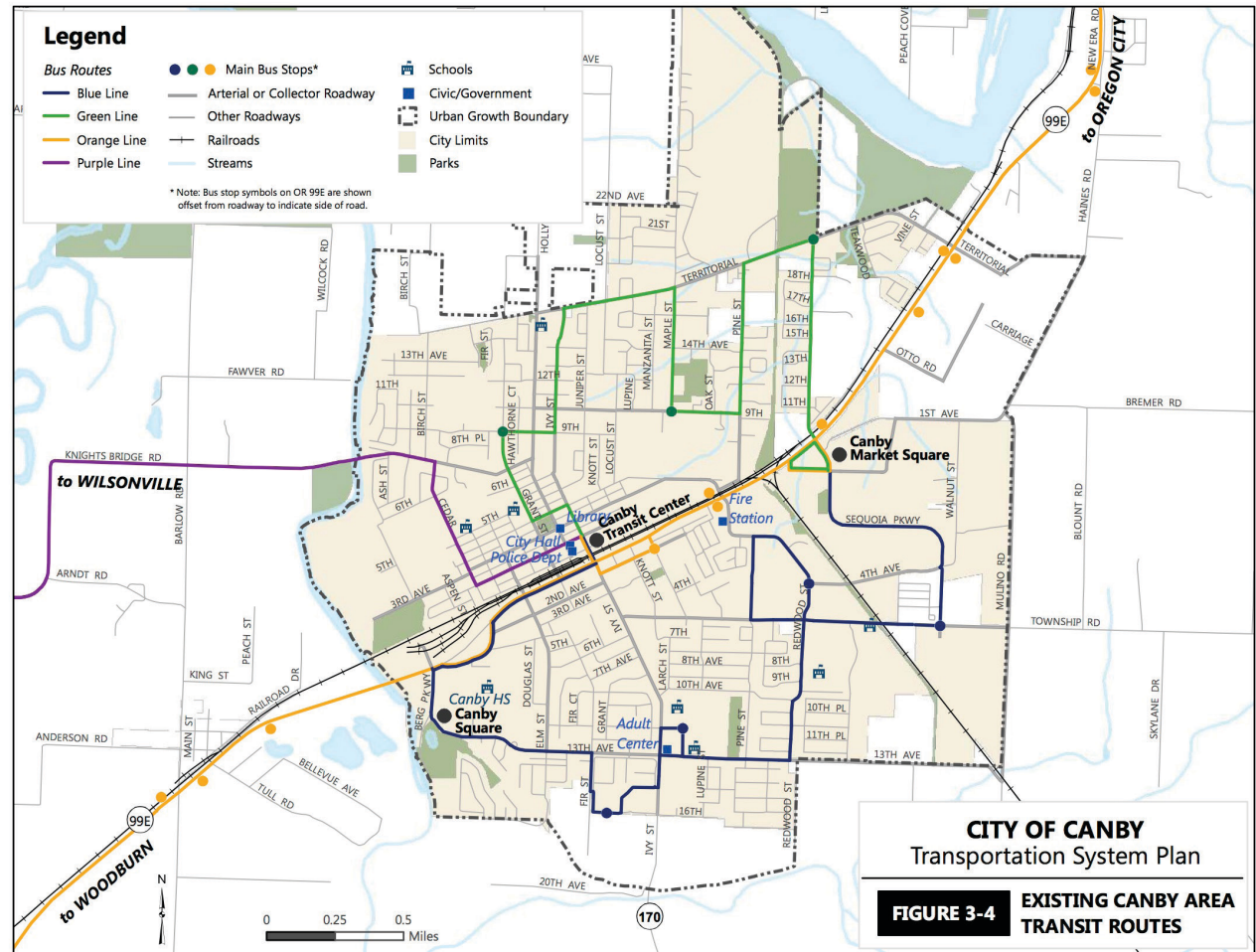


Figure 8: The two one-way routes that Canby operated in 2010 are shown on this map (taken from the 2011 Transportation System Plan) in blue and green. If CAT is able to restore a local circulator route in Phase 2b, it could not be as long or as frequent as these 2010 routes were, unless significant additional funding were found.

20 service hours per day). (As shown in the drawing on the next page, a one-way loop can make for long, circuitous rides.)

- The frequency of the loop could be increased. This would also double its cost, for example if the frequency were set at every 30 minutes instead of every 60 minutes.
- More of Canby could be covered by a larger loop, such as with the old 2010 blue and green loops, in the map in Figure 8. This would require more service hours, but also requires quite a bit of riding out-of-direction for passengers, since longer and more circuitous loops make people's trips on the bus longer.

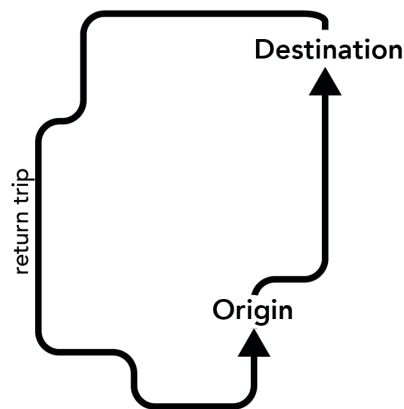


Figure 9: One-way loops require people to ride around the entire loop, either when they are going or when they are returning.

It would also be possible to design two separate loops, serving the north and south sides of Canby and meeting at the Transit Center, as in the 2010 blue and green loops. This would cost 20 service hours per day, for 60-minute frequency on each. Making additional improvements - like longer daily spans of service, or making them two-way routes - would trigger the same cost increases described above.

The addition of a circulator route within Canby would trigger requirements under the Americans with Disabilities Act. These could be satisfied by paratransit, or by other service strategies like a deviated-fixed route combined with general public dial-a-ride.

GENERAL PUBLIC DIAL-A-RIDE AND A LOCAL CIRCULATOR

The restoration of a local circulator could also trigger a public conversation in Canby about whether dial-a-ride service is maintained, in addition to the local circulator, or whether one replaces the other.

Canby's dial-a-ride program currently offers origin-to-destination service for anyone within the Canby UGB, not only people with disabilities. General public dial-a-ride was started when the 2010 blue and green local circulator routes were cut, in 2011.

ADA paratransit, which is a shared ride service, would be required to complement a local circulator route. General public dial-a-ride would not.

The costs of operating a local circulator, plus ADA paratransit, plus general public dial-a-ride may exceed Canby's budget for local services, even if substantial new revenue becomes available. It is likely that Canby would need to choose to operate only two of the three services.

We recommend that if in the future CAT becomes able to restore a local circulator, a new detailed service plan is made for that service. Such a plan should include public consultation, and should take into account:

- The amount of operating budget that is available for local circulation.
- Ways that land use, development and streets have changed since 2010.
- How the local service would connect with an updated Route 99 express.
- The capital investments that would be needed in stops or sidewalks, along a future circulator route.

Phase 3: Local weekend service (unfunded)

If yet more funding becomes available in the future, Canby may wish to add local circulator service on one or both weekend days.

Local weekend service could be provided using the local circulator route, if one has been operating on weekdays; or using dial-a-ride.

If a local circulator route is operated on weekends, ADA paratransit will be required during all of the hours when the local route is operating, at significant operating cost. (In contrast, adding a circulator on weekdays would have a minimal effect on ADA paratransit costs, since ADA paratransit is already provided citywide.)

As in Phase 2a, the ultimate goal should be to have local transit service every day (on Saturdays, Sundays and holidays). However, the most reasonable first step towards every-day service is the addition of Saturday service.

3 Improving Service Productivity

There are a few of ways that CAT and its contract operator (now, as in the previous contract, MV Transportation) can improve the productivity of its services and reduce the costs of delivering service. The greatest gains are to be found in the design and management of general public dial-a-ride and ADA paratransit, though some efficiencies may result from a new Route 99 schedule as well.

Improving the productivity of general public dial-a-ride and ADA paratransit would mean that the same number of riders and the same number of trips could be served using fewer hours of service, thereby saving resources.

This section describes some recommended strategies for CAT and MV to work on together. Most of these strategies should be started in Phase 0. The phasing of changes to all modes (dial-a-ride, ADA paratransit, premium paratransit, Route 99 and potential local circulators) is described in the previous chapter.

Change contract incentives

Until recently, CAT's contract operator was paid "gate to gate," meaning from when a bus and driver departed the garage until they returned. Instead, under the new contract (which took effect on July 1, 2017) the contractor is paid from first pickup to last drop-off, with any "slack" between trips of more than 30 minutes required to be off the clock. This will incentivize CAT and MV to schedule trips into more efficient driver blocks. In addition, the new operations contract states that MV Transportation and CAT will work together to achieve at least 3.1 boardings per hour on dial-a-ride and paratransit services.

The existing Route 99 schedule was written so that multiple drivers do small parts of the schedule, and then go off to provide a few dial-a-ride or paratransit trips, and then return to do another Route 99 run, and so on. The Route 99 schedule could actually be written so that it requires fewer drivers and simpler blocks, and only has modest interface with dial-a-ride and paratransit service. This can also be accomplished in Phase 0.

Fit the supply of service more tightly to demand

In the past, CAT dispatchers have mostly, though not always, been able to grant a rider's request for a trip at a particular time. This has been the case because the supply of drivers was fairly high relative to the demand from customers.

In the future, when the supply of drivers and buses is more tightly fit to daily dial-a-ride and paratransit demand, dispatchers will naturally do more negotiation with riders about the timing of their trip.

"Negotiation" means different things for different riders. For paratransit riders, FTA guidance is very specific about how a paratransit provider must serve a rider's trip relative to their requested time. A rider can request a trip scheduled for a particular arrival time, or a particular departure time, but not both. The provider is permitted a one-hour "negotiation window" before and after that requested time, within which the trip can be provided. In addition, the length of paratransit trips (from pick-up to drop-off) should not be "excessive" compared to the fixed-route trips those riders would otherwise take, were they able to access a fixed route.

Within all of these parameters, CAT

dispatchers negotiate an acceptable time for the paratransit customer to make their trip.

For general public riders of dial-a-ride, CAT has a great deal more flexibility in the scheduling of trips. Unlike paratransit, dial-a-ride is not a federal obligation, rather it is a discretionary service the City offers because it is valued by the community.

Dial-a-ride trips can be booked on a "space-available" basis. There is also more potential for CAT to "nudge" dial-a-ride customers to ride at times when demand is lower, sometimes using price incentives. The Shopper Shuttle that CAT already offers is a great example of this: the Shuttle is free, dependable and sociable, and also helps make dial-a-ride more productive. (The Shopper Shuttle can also be scheduled to fit between the extra Route 99 rush-hour service, so that fewer vehicles are needed to deliver both.)

Negotiating trip times can be difficult, though technology can help with the technical challenge. CAT uses software to track scheduled trips, but does not have the software that assembles trips into efficient routes and schedules (just as UPS and FedEx use software to create efficient routes for packages with varying delivery deadlines).

This type of software is used by all large and many small transit agencies. If licensing the software (and training dispatchers on its use) costs less than the software would save in the cost of dial-a-ride and paratransit service, then CAT should make that investment and integrate the software into dispatching practices.

Dispatching and scheduling software, however, works by optimizing all scheduled trips against available driver/vehicle shifts. Available driver/vehicle shifts (which represent the operating cost of service) are taken as an input by the software, rather than being given as an output. This means that improving productivity and efficiency cannot come from dispatchers and software alone. MV will also need to change driver shifts so that the software "knows" that some service hours are no longer available to dial-a-ride or paratransit (instead, they are used by Route 99).

CAT and MV staff will need to establish a regular review process in which they compare driver/vehicle shifts to demand, and look for opportunities to improve efficiency and thereby contribute to cost savings (or to freed-up service hours that can be used on Route 99).

Using software to schedule trips more tightly, and encouraging or asking people

to travel at different times than they initially request, will allow CAT dispatchers to create more shared rides. In April 2017, about 27% of rides happened with more than one person in the vehicle for any period of time. That means that 73% of rides were more like taxi rides. In order to achieve a productivity of 3.1 boardings per hour, CAT and MV will need to increase the percentage of trips that people make in the company of another customer.

Dispatch drivers more precisely, improve on-time performance

Today, CAT dispatchers schedule every ride for the quarter-hour, e.g. 12:15 or 12:30 pm, because they are creating the schedules “by hand.” In a small city like Canby, many trips take less than a quarter hour, and trips can be scheduled more precisely in order to more fully utilize the vehicle capacity that is available. Dispatching software can help to make this possible.

In addition, we observed that in April 2016 dispatchers were scheduling trips for the top of the hour (:00) more than at other times, suggesting that passengers’ requested pick-up times were often on the hour and were often accepted. This practice lead to a heavy loading of trips on the clock hour and sometimes the appearance of capacity issues. Instead of managing this peak demand with the deployment of an additional vehicle, as is done today, MV and CAT will need to manage this demand by negotiating different trip times with passengers, as described above.

It is essential that CAT dispatchers emphasize that riders will be picked up within a window rather than at a particular time. This should be made clear on the website, in the riders’ brochure, and verbally by dispatchers at the time of reservation, e.g. “Sir, your

vehicle will arrive between 10 o’clock and 10:20. Please be ready to board the vehicle as soon as it comes.” Describing a trip in terms of pickup (or drop-off) windows will give MV the needed flexibility to schedule more rides more tightly to match available drivers.

The chart at right shows how actual vehicle arrivals at pick-up locations compared to the 20-minute window during which the vehicle was scheduled to make the pick-up, for all trips in April 2016.

Blue bars are within the defined 20-minute pickup window. Within that period, 56% of pick-ups took place in the first ten minutes. Another 13% of pick-ups actually took place before that window even began (grey bars, to the left of the blue bars). (Such early arrivals can be distressing to some riders, since they may not be ready to leave home when the vehicle arrives, and misinterpret its arrival as an indication that they should be ready to go.)

13% of arrival at the pick-up location were early, before the 20 minute window even began. 44% were in the first half of the window. 24% of arrivals happened in the second half of the window. 6% happened after that 20-minute window passed.

The new contract between the City and MV specifies that dial-a-ride and paratransit services should achieve 95% on time performance. On-time performance for any given trip is measured based on either that trip's pick-up time or its drop-off time, whichever the customer requested. 95% on time performance will mean that on 95% of trips, the scheduled end of the trip (either

Actual Arrival vs. Scheduled Arrival

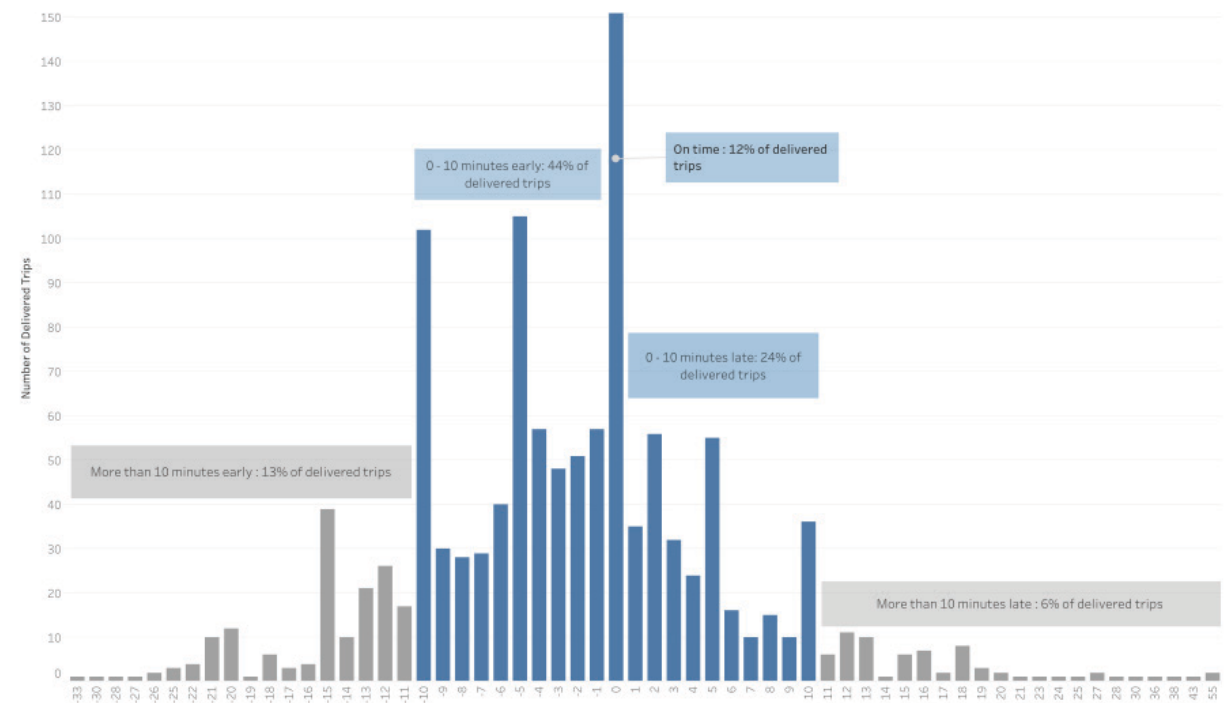


Figure 10: In this chart, each arrival of a driver at a pick-up location for a dial-a-ride or ADA paratransit trip is recorded for the month of April in 2016. The 20-minute pick-up window that was scheduled with the customer is shown in blue. Early arrivals (before the 20 minute window began) are shown in grey, to the left. Late arrivals are shown in grey, to the right. 13% of arrivals were early, and 6% of arrivals were late. However, this data is approximate, since drivers clearly rounded to the nearest 5-minute interval when reporting the on-time performance of each trip.

the pick-up or the drop-off) happened inside the 20 minute window promised, not before or after that window.

In the future, CAT should monitor on-time performance with particular attention to

early pickups, since those have been prevalent in the past.

Riders should also be coached on how to schedule a trip to work for their desired drop-off time. Rider education – through

brochures, the website and interactions with dispatch, among other strategies – is very important in changing how demand responsive services are requested and used, in managing customers' expectations, and in improving their satisfaction with the services.

The more that dial-a-ride, ADA paratransit and premium paratransit offer shared rides, rather than "taxi-style" rides, the more variation people will experience in their travel times to their destinations from one day to the next. Dispatchers can help people work backwards from their desired arrival time, preventing them from simply requesting a pick-up time based on how long the transit trip used to take them if what they really care about is a timely arrival at their destination.

Continue accepting same-day requests when space is available

CAT recently began to accept same-day requests on a space-available basis, for the same \$1 fare as for any other transit ride. Increasing the productivity of these services will mean that there is less often empty space available for day-of trip requests.

Once the supply of drivers and buses is more closely matched to demand, fewer

same-day reservations are likely to be available.

Even though it cannot be a reliable option for customers, adding a few riders into holes in the day's manifest can improve productivity and is valued by customers. Thus CAT should continue to permit same-day reservations while emphasizing to customers that they are made on a "space-available basis." In the future, CAT could also establish a higher fare for same-day reservations, as well as for other "premium" dial-a-ride and paratransit services.

Considerations for a future fare study are described at greater length on page 30.

Reduce expectations for "will call" or "call backs," or price as a premium service

Today, CAT will pick up a dial-a-ride or ADA paratransit customer as soon as they call, if they are at an appointment with an uncertain ending time. CAT staff report that this feature is used not only for medical appointments but also for nail salon appointments, shopping and other non-essential trips.

This "will-call" or "call-back" service is entirely discretionary. In the future, when there is no longer an excessive supply of

drivers and vehicles available each day, it will be harder to offer "will-calls." CAT should therefore stop offering it for non-essential appointments.

Establishing a directional pattern to premium paratransit trips between Canby and Oregon City may help reduce costs associated with "will-call" in Oregon City.

Note that most transit agencies offer no will-calls at all, except for dialysis appointments, because will-calls are so expensive and so disruptive to the efficient operation of on-demand transit. Canby is unusual in its offering of will-calls for any medical trips and for other kinds of appointments as well. Ways that Canby can reduce costs associated with will-call are:

- Only offer will-call for medical appointments.
- Require customers going to all other types of appointments to reserve a return-trip that is late enough to account for the possibility that their event or appointment will run late.
- Consider charging anyone at a non-medical appointment who receives a "will-call" pickup a premium fare. (This protects riders against the risk of being stranded, while still encouraging riders to schedule return trips whenever

possible.)

Add more structure to premium paratransit to Oregon City

Today, the paratransit service offered to Oregon City is premium. Most of the rides to Oregon City are not shared, so they are more like \$1 taxi rides than transit, and they are available at any time when Route 99 is running.

The existing premium paratransit service provided by CAT is indirectly fulfilling a legal obligation triggered by TriMet's local fixed route services in Oregon City. The obligation does not relate to CAT's Route 99, which is an intercity Express between Canby and Oregon City and does not trigger an obligation to provide paratransit between Canby and Oregon City. CAT agreed to provide this premium paratransit service in 2001, as part of the negotiated withdrawal from the TriMet service district.

When examining a week of data in April 2016, we observed that nearly every one-way trip made by a passenger required a two-way trip by a CAT vehicle. For example, if someone got a ride to Clackamas Community College in the morning, a CAT vehicle drove them there, and then drove back to Canby empty. During that week, there were 31 one-way

passenger trips between Canby and Oregon City, requiring 56 one-way trips by CAT vehicles. Only rarely was a vehicle driven between Canby and Oregon City with more than one passenger in it, and not once during the week did a vehicle make the drive with a passenger in both directions.

Dispatchers currently make an effort to group trips to and from Oregon City, but demand is low enough (barely more than 6 one-way trips per day) that people are unlikely to want to travel at the same time as another passenger. However, as noted earlier, making the same trips by fixed routes would take 50-90 minutes, not counting a long wait at the origin or destination, and paratransit is required to offer a comparable or better travel time. This means that CAT has considerable latitude in scheduling these premium paratransit rides to increase shared rides and therefore increase productivity.

One strategy for doing so might be to establish a directional pattern of service (but not a schedule). This means that buses would depart Canby northbound at certain regular times (e.g. at 6:30 am, 8:00 am, 9:30 am, and so on) and a customer would select a trip on which to make a reservation. Buses would depart Oregon

City southbound at other regular times (e.g. at 10:00 am, 11:30 am, and so on) and a customer would select their return trip time when they made their outbound reservation. (This would be different from a schedule, because if no customer reserved a trip in advance, then the bus wouldn't make the drive. Given the low level of demand, most of the available trips in a day would probably not get used, and the driver's time could be spent providing service within Canby.)

This directional pattern may reduce the number of vehicle miles required by premium paratransit by increasing the changes that a bus drives passengers in both directions. This would also be a way of reducing the high costs and unpredictability caused by "will-call" service, in which a customer who does not know when they will be finished with their appointment can call for a pickup when they are done. ("Will-call" service is not required for ADA paratransit, and most agencies provide it only for dialysis trips. "Will-call" service is another premium service that could in the future be provided for a premium fare, like same-day reservations and these trips to Oregon City.)

The demand for this premium paratransit service is currently fairly low. However, we

can expect demand to grow in the future, as the U.S. population ages and as Canby grows. Strategies like those described in this section may help prevent increases in the cost (to the City) of premium paratransit as demand increases.

Reduce peak vehicle requirements

To meet the increased productivity goals defined in this Plan, CAT will need to create a better fit between demand and supply, between times when riders are requesting trips and times when vehicle capacity is available. CAT will also need to somewhat reduce the overall supply of drivers and vehicles in the dial-a-ride and ADA paratransit programs (so that it can be shifted to the Route 99 service). This means more efficiently using the time available by nudging and negotiating customers' trips into those time slots where there is more vehicle capacity.

CAT should also sit down regularly with MV and determine when each day a vehicle can be taken out of service, perhaps just for 2 or 4 hours at the beginning or end of a shift, within union rules. As noted above, even sophisticated scheduling software cannot do this type of problem-solving and resource management.

This type of review by CAT staff will need

to happen regularly, more often at first (perhaps even daily, and then weekly) and then less often (perhaps bi-weekly or monthly) in perpetuity. Graphical expressions of how vehicles are being used, like the ones shown in this report and in *Volume I: Choices Report*, may help CAT understand how vehicles are being used each day. Comparisons of year-to-year demand patterns may help CAT and MV anticipate seasonal changes in demand.

It may also become possible to reduce the overall CAT peak vehicle requirement, i.e. the total number of vehicles needed to operate all services each day. Reducing CAT's peak vehicle requirement could reduce maintenance and vehicle replacement costs.

Develop a fare structure that relates to City costs, and passenger's ability to pay

Today, there is little relationship between CAT service cost and fares. As shown in the table below, the operating cost of dial-a-ride and paratransit services is many times the cost of fixed route service, but the fare for both services is \$1.

Customers who have a choice between riding Route 99 across town and riding dial-a-ride have no signal from CAT that they should choose to take Route 99 if they can.

While we do not have data on the difference in costs per passenger for premium paratransit vs. paratransit within Canby, it is obvious given the greater driving time involved that a trip to Oregon City costs the City much more than a trip within town. Yet the cost to the passenger is the same for both regular and premium paratransit

Service	Operating Cost per Hour	Boardings per Hour (Productivity)	Operating Cost per Boarding
Route 99	\$58.78	9.8	\$6.02
Dial-a-ride and ADA paratransit	\$58.78	2.4	\$24.73

Figure 11: Operating costs and costs per rider for CAT's two types of service, from fiscal year (2015-2016). The fare for both types of service is \$1.

- \$1. In addition, the paratransit trip to an Oregon City destination is actually much cheaper than the fixed route trip: paratransit costs \$1 while the fixed route trip (on Route 99 and a TriMet local route) would cost \$3.50. Again, there is no signal to potential riders that premium paratransit is an expensive service to provide and should therefore be used sparingly compared to alternatives. Instead, riders understand that, if they have a choice of using the fixed route or paratransit, they should choose paratransit because it is cheaper (to them).

In the future, CAT should grow into a fare structure that better-reflects the costs of providing different services. Under this principle, more productive and lower-cost services (like Route 99) would have the lowest fare. A slightly higher fare would be used for less-productive and higher-cost services (like local dial-a-ride and ADA paratransit). A higher fare still would be used for the most costly services, such as premium paratransit to Oregon City.

It may be simplest to establish a single “premium fare,” and then define a number of service enhancements that require it, such as:

- “Will-calls” for non-medical appointments

- Trips to and from Oregon City
- Same-day reservations on dial-a-ride or paratransit

Such a “premium fare” would help send the right signals to customers about the costs the City incurs for different services. It may become necessary to send these price signals to achieve the productivity targets set in this Plan; hard work and “nudging” by CAT staff and dispatchers may not be sufficient on its own.

If CAT does introduce different fares for different levels of service (or for different types of customers), then it will be important that dispatchers advise customers of what their total fare will be when they schedule their trip.

There are other principles, however, that can be applied to setting fares, and these will need to be taken into account at the same time:

- People with lower incomes (including many seniors) benefit from lower cash fares, and many agencies offer discounted fares for low-income riders.
- As Canby and its neighbors develop more intercity connections, reducing the “penalty” associated with transferring between transit systems (and paying

two full fares for each one-way trip) may help increase ridership and productivity.

- Collecting cash fares from riders takes time, and contributes to lower bus speeds. Encouraging riders to purchase fares in advance or buy passes (e.g. by heavily discounting these fare products) can help speed up transit service, which benefits all riders.
- Finally, a complex fare structure can be discouraging for new riders, and requires additional training for drivers.

This general advice about fare structure notwithstanding, CAT is soon to enter a phase in which dial-a-ride and paratransit are made more productive. In service of that goal, riders will need to change some of their habits, and some of them may experience small inconveniences (such as having to ride along to someone else’s destination on their way to their own destination). During this phase, it may be prudent to not increase fares on any existing service (even premium services), so that existing riders are not hit with the double-whammy of an inconvenient change and a fare increase.

We suggest that, after the implementation of Phase 1 of this Plan, CAT undertake a fare study that examines these ideas more closely and evaluates the financial, social

and civil rights impacts of any potential changes to the fare structure.

Continue to enforce consequences for repeated late cancels and no-shows, revisit advanced reservation time-frames

Between 12% and 20% of all reservations resulted in a no-show or cancel in April 2016, though CAT staff believe the rate in April was unusually high because of a book-keeping error that was quickly resolved.

When someone cancels a reservation late, or doesn't show up for a pick-up, they cause valuable transit capacity to go unused by any rider. CAT and MV should continue to monitor and enforce the existing no-show and late cancellation policies, by getting weekly reports from dispatchers of riders who have violated the policies.

CAT may also wish to reduce the advanced-reservation window from 14 days to 7 days, which tends to reduce incidents in which customers simply forget about their trip because they scheduled it so long ago. For customers who have any no-shows in their recent record, dispatchers may call the afternoon before their trip to remind them of it. This has been shown, on other systems, to reduce no-shows and

late-cancels. (Texts and calls to riders can be automated using dispatching software, but for an additional telephone and software cost.)

CAT and MV should be able get the rate of no-shows and late cancels to less than 10% of all reservations, especially under the provisions of their new contract. Other transit agencies commonly have a combined no-show and late cancel rate of just 5-10%.

Implementation

Some of the changes recommended above are "customer-facing," and will change existing customers' expectations or experiences. Others are internal.

We recommend that the biggest "customer facing" changes be rolled out as a package, with prominent new marketing efforts. That way, communication costs are minimized, and more customers are likely to find that any negative effects or confusion are made worthwhile by other positive impacts.

4 Capital and Infrastructure Needs

Sidewalks

One of the most valuable capital investments in transit access in Canby would be the addition of sidewalks to Highway 99E. Without sidewalks, people cannot safely walk to bus stops that are on the highway. Route 99 should not deviate off of the highway wherever sidewalks are lacking, because such deviations make it slow and indirect and therefore less useful to passengers. The lack of sidewalks is therefore not only a hardship for existing riders, it also prevents additional people from using transit, and makes it more difficult for CAT to provide transit that is convenient, safe and time-competitive.

The 2010 Canby Transportation System Plan observed that sidewalks around bus stops were missing in places along Highway 99E.

Bus stop improvements

Route 99 bus stops currently have no amenities - they consist only of a sign on the side of a road, at the shoulder or sidewalk.

Investments in bus stop amenities should be made with the following considerations:

- Which bus stops get the most use each day? Targeting investments at high-use

bus stops means that more people will benefit from each dollar invested.

- Which bus stops are likely to be permanent? As Route 99 becomes more of an Express route, some deviations from its most direct path may be eliminated. While amenities (like benches) can be moved if a stop is moved, other investments (like crosswalks) cannot.
- What particular dangers or discomforts do riders experience at each bus stop? For example, stops on Highway 99E may benefit most from protection against wind, rain and highway noise, and from signalized pedestrian crossings.

The location and design of bus stops on Highway 99E will be decided in collaboration with ODOT, which manages the highway. ODOT's guidance on the placement and design of transit stops is nicely summarized in Chapter 4 of its [Transit in Small Cities](#) guide.

One of the recommendations contained in this Plan is that Route 99 transition from being a combination of an Express route outside of Canby and a Local route inside of Canby. Operating Route 99 as an Express has multiple benefits: it is a faster trip for riders, allows CAT to provide frequency at a lower operating cost, and it

de-couples Canby's ADA paratransit obligation from the operating hours of Route 99.

One of the changes that would make Route 99 more clearly an Express, along its entire length, is to reduce the number of times the route deviates off of the highway and circles around blocks or parking lots. However, a negative consequence of such changes is that some people may need to walk farther to the bus stop (depending on which side of the highway they are on), and they will be asked to wait on the highway, which can be loud and windy.

In order to mitigate these negative impacts to individual riders, we recommend that new investments in stop amenities be made when the route is straightened and bus stops are moved. For example, if a deviation into a parking lot is eliminated, the bus stop on Highway 99E where people will now wait should be made more visible and improved, with the addition of a bench, shelter, or other amenities.

The table at right lists the Route 99 bus stops that saw the highest average daily boardings, during a week in May 2017 when ridership data was collected. All other stops saw 2 or fewer boardings per day.

Four of the bus stops on this list for which additional amenities are recommended are in other cities (Aurora, Hubbard and Woodburn). We recommend that CAT ask Aurora and Hubbard to identify local funding sources for the purchase and installation of bus stop amenities in their communities, and also help identify local partners who can assist with bus stop maintenance.

It is likely that the separate 99E Corridor Plan will include recommendations related to:

- The precise location of Route 99 stops in Woodburn,
- Whether CAT and Salem-Keizer Transit should share those stops,
- What amenities would be needed at those stops, and
- What parties should support the capital and operating costs of any stop enhancements.

The Route 99 stop in Woodburn currently has no seating (nor does the stop for

High-Boarding Bus Stops on Route 99			
Stop	Direction(s)	Avg. Daily Boardings	Recommended Amenities
Oregon City Transit Center	End of line	75	None
Canby Transit Center	North and South	49	None
Woodburn Bi-Mart (1600 Mt. Hood Ave.)	End of line	28	TBD in the 99E Corridor Plan
99E & S Locust St. (Canby)	North	12	Shelter, seats, garbage can
99E & S Pine St. (Canby)	North	7	Shelter, seats, lighting, garbage can
99E & S Sequoia (Canby)	North	6	Shelter, seats, lighting, garbage can
99E & D St. (Hubbard)	South	4	Shelter, seats, garbage can, concrete pad (for wheelchair access)
99E & SW Berg Pkwy. (Canby)	South	4	Shelter, seats, garbage can
99E at Parkway Blvd. (Hubbard)	North	4	Shelter, seats, garbage can, concrete pad (for wheelchair access)
99E at AA Storage (Aurora)	South	4	Shelter, seats, garbage can, concrete pad (for wheelchair access)

Figure 12: In a count of boardings and alightings on every daily trip of Route 99, in April 2017, revealed which stops have the most boardings. All other stops saw 2, 1 or zero boardings during the count.

Cherriots 10X), even though that is where people could transfer between Route 99 and the Cherriots 10X. Seating and shelter for people waiting to transfer between buses is urgently needed and will be addressed in the Corridor Plan.

Note that the table above reports only boardings, not alightings. The people who boarded at these stops may have alighted at a different stop.

For example, there were six boardings at the northbound stop at 99E & Sequoia. On their southbound trip, those people probably alighted at either 99E & Redwood or in the Canby Market Center, both of which are served by southbound Route 99 buses, and at each of which two alightings were recorded.

Improvements at the southbound stop at 99E & Sequoia will become particularly important if and when the route deviation into the Canby Market Center parking lot is ended.

Bus stop amenities are most valuable at stops where people wait in large numbers, and less valuable at stops where people alight, since people typically walk away as soon as they alight.

Many stops serve trips in both directions, such as the Oregon City and Canby Transit Centers, and the Woodburn Bi-Mart stop. Those are also the three stops served by Route 99 at which people wait to make transfers to other routes, and where people may therefore need to sit comfortably for a while, which is why seats and shelters are so essential there.

Stops where large numbers of people alight (even if few people board) benefit from investments in concrete landing pads

High-Alighting (but Low-Boarding) Bus Stops on Route 99			
Stop	Direction(s)	Avg. Daily Alightings	Recommended Amenities
SE 2nd Ave. & Knott (Canby)	South	18	None - should be moved to SE 2nd and Locust or to 99E. See details below.
99E at NE 4th St. (Canby)	South	9	Concrete pad (for wheelchair access), sidewalk between 4th and bus stop
99E & G St. (Hubbard)	North	6	Concrete pad (for wheelchair access)
99E & Redwood (Canby)	South	7	Concrete pad (for wheelchair access)
Canby Market Center/Fred Meyer parking lot (Canby)	North	5	None (deviation into parking lot is not permanent). Improvements should be made to the stops at the nearby 99E & Sequoia/Redwood instead.
99E & D St. (Hubbard)	South	4	As in previous table
99E & SW Berg Pkwy. (Canby)	North	4	None (already has adequate sidewalk)

Figure 13: This table reports alightings data from the same count in April 2017 as the previous table. High-boarding bus stops already listed in the previous table were not repeated here.

that allow people in wheelchairs and other mobility aids to easily step off of the bus. They also benefit from improvements to sidewalks and road crossings, so that people can safely walk away from the bus stop after they alight.

Many of the Route 99 stops listed in the previous table have large numbers of alightings as well as boardings. Those bus stops that have relatively high numbers of

passengers alighting, but not boarding, are listed in the table above along with recommended amenities.

As described above with regards to the high-boarding stops, the City of Hubbard should be asked to help with funding and maintaining any future bus stop amenities in that community.

In 2020, the City of Canby will write a new Transportation System Plan (TSP), to

replace the TSP published in 2010. Some of these investments, especially the most expensive items such as sidewalks and concrete pads, should be specifically included in the 2020 TSP.

SE Knott and Locust Streets

Route 99 service around SW Knott and Locust Streets has changed over recent years:

1. Originally, northbound and southbound bus stops were located on Highway 99E near Locust Street. Because there is no signalized pedestrian crossing of 99E there, crossing to reach the southbound bus stop (on the north side of the highway) was dangerous.
2. The City moved the southbound bus stop to SE 2nd and Locust, and CAT added a deviation to Route 99, so that people on the south side of the highway could access service in both directions without crossing the highway.
3. More recently, when a gas station was developed at the southwest corner of 99E and Locust, the bus stop at SE 2nd and Locust was moved to SE 2nd and Knott.



Figure 14: The southbound stop for Route 99 near Locust has been moved over the years. Its current location (3) is problematic.

This latest stop location at SE 2nd and Knott has a very narrow sidewalk, which makes wheelchair access difficult. The bus maneuvers that are required to serve the stop sometimes block Knott Street. In addition, the outbound and inbound bus stops for someone's round trip are far away from one another. This can be confusing for riders (especially people trying the bus route for the first time), because they cannot simply return to the intersection

where they were dropped off in order to catch their return bus. They have to walk somewhere different and unknown to catch the bus in the return direction.

The current situation is problematic because:

- The condition of the sidewalk and intersection at SE 2nd and Knott is not conducive to stopping and loading a

bus.

- Route 99 makes a deviation from the straightest and fastest path; and
- Route 99 makes a deviation in one direction only, which makes the service more confusing to new riders.

In the future, the City should remedy this situation in one of two ways, either:

1. By working with ODOT to install a signalized pedestrian crossing at 99E and Locust, and to restore the southbound bus stop on 99E at this intersection. This would allow CAT to eliminate the deviation to SE 2nd Street entirely (making service faster and more direct) while allowing the numerous residents south of the highway to access service in both the northbound and southbound directions. Or,
2. By restoring the bus stop at SE 2nd and Locust. This location has a sidewalk that is more usable by people boarding and alighting with mobility devices. It is also a short and very safe walk from here to apartments where large numbers of people live south of the highway.

These two potential remedies should be evaluated with the City and ODOT, and the preferred remedy should be included in

the 2020 TSP, especially if it involves new signals or sidewalks.

Canby Transit Center

The Canby Transit Center is located at N 1st and Ivy Streets, just north of 99E and the railroad tracks. The land on which the Transit Center is located is owned by the City, and was donated to the city by the Cutsforth family, owners of the market nearby.

The ideal location for a transit center in any town is:

- Central to the part of town with the highest density of housing, jobs and commercial activities.
- In a place with sidewalks and signalized crossings of any major roads.
- In a place where many streets connect, so that people can reach the center from many different directions.
- Near activities that draw people during many hours of the day, so that people waiting for buses feel safe and there are “eyes on the street.”

The current Canby Transit Center fits these criteria nearly perfectly:

- It is in a central location in the city, near dense residential areas and busy commercial buildings.
- It is in a local street network that allows people to walk to the Center from many different parts of the city, on sidewalks, and with signalized crossings of 99E.
- It is in an active part of the city, where people going to and from restaurants, businesses, the library, and 99E are passing by for most of the day.

The only downside to the current Transit Center location is that it is on the other side of the railroad tracks from Highway 99E. However, CAT staff report that railroad traffic passes quickly, causes delays to Route 99 service only very infrequently.

If the Transit Center is ever moved, it will be essential that it be moved to a place that is just as central, well-connected and pedestrian friendly. We recommend that the only locations that be considered in the future be within one block of Ivy Street, around N 1st Street or S. 2nd Street.

In the past, there has been a proposal to move the Canby Transit Center to a new development on the northwest edge of town, near the Molalla River. This would become possible if Berg Parkway were ever extended over the railroad tracks.

The police station and some large industrial employment sites would be nearby. However, this location would be on the edge of the urban area, far from most of the city's housing, jobs and services.

Moving the Transit Center to this place would make it so that few Canby residents, employees or visitors could access the Center on foot. Nearly all access would require either a car or a dial-a-ride trip, the former being costly for riders and the latter being costly for the City. The Center would be away from the "eyes on the street" that are in the center of downtown most hours of the day (though proximity to the police station might help).

The street network around the Berg Parkway is poorly connected, so even for people nearby "as the crow flies," walking distances would be longer. The residential and job densities around the site are low, meaning that valuable transit services would be concentrated in a place with few people nearby.

A Transit Center at Berg Parkway would also become much less attractive to Wilsonville and South Clackamas transit services (which currently stop in the Center), because transit trips to and from Wilsonville would depart and arrive from the edge of town, creating a "first/last mile" problem

for riders hoping to use that service.

In short, we recommend that the Canby Transit Center remain in its current, excellent location, unless an even better location can be found one block south of Highway 99E near Ivy Street.

New administrative, customer service and maintenance facilities

CAT currently houses its administration, customer service and maintenance functions on Hazel Dell Way. Members of the public and employees reach the building through a driveway and parking lot shared with the Wilco Farm Store. A storage lot for CAT vehicles is located to the south, and is accessible via a different driveway through another property. The vehicle storage lot is not adjacent to the CAT offices – moving between the two requires walking the perimeter of another property.

The current facilities are workable but lacking in a few ways:

- Customer service facilities are not facing the street, and require people to walk through a parking lot.
- The office used for administration,

operations, customer service and dispatching is small and offers no room for growth.

- The space available to maintain vehicles is small and offers no room for growth.
- Vehicle maintenance and storage space is not adjacent to administrative space.

The current location does offer quick access to most destinations in the city, and as a result CAT's deadhead costs are low. ("Deadhead" is the time that buses spend driving to the start of a fixed route, or driving to pickup a first passenger. This time costs the agency money, but is not directly useful to riders.) There are few parcels in the city that are more central but still big enough to fit CAT's current and near-future needs.

CAT staff has identified an opportunity to buy one acre of land directly adjacent to the current offices, and adjacent to the existing vehicle storage lot. The purchase would allow CAT to build a new building for all of its functions, directly adjacent to a maintenance and storage lot that is large enough for existing needs and includes some room for growth in the future. The new building would face Hazel Dell Way, allowing customers to walk up to the storefront from a sidewalk (not a parking lot). Deadhead costs would continue to be low.

CAT's existing lease ends in October 2018. The estimated cost of the parcel in question is approximately \$288,000 (at \$6 per square foot), and CAT currently anticipates carrying-over more than enough cash reserves into the next fiscal year (though that condition is subject to change; see the financial table on page 46 for details). It is therefore possible that the lot could be purchased without a loan. Design and financing of any future building would be addressed after the lot was secured.

Fleet and technology upgrades

The table on the following page lists CAT's current fleet, used for Route 99, dial-a-ride and paratransit service. All vehicles are wheelchair-accessible, though low-floor vehicles offer more comfortable and fast entry and exit for wheelchair passengers than the older high-floor vehicles.

The two Gillig coaches are the largest vehicles in CAT's fleet, and they are used only on Route 99. Dial-a-ride and paratransit service are provided by smaller cut-away vehicles and by the single mini-van. Cut-away vehicles are also used on Route 99 at peak times.

The 99E Corridor Plan will address fleet

requirements for any recommended future Highway 99 services. Cherriots currently uses smaller cut-away vehicles on the 10X route between Salem and Woodburn, while CAT uses the larger coaches from Woodburn to Oregon City. Depending on how passenger loads on the two routes change in the future, the two agencies may need to coordinate the size of their vehicles. In addition, different vehicles require different maintenance responses. If CAT and Cherriots someday in the future develop a reciprocal maintenance response agreement (like the one between Cherriots and Wilsonville), the types of vehicles used by each agency on the route will affect that agreement. These issues will be addressed further in the 99E Corridor Plan.

In CAT's existing fleet, all vehicles older than 7 years are in the process of being replaced, either with funds that have already been granted to CAT or with funds that CAT hopes to receive from ODOT in the next vehicle replacement grant cycle.

A new Route 99 schedule may reduce the number of vehicles that CAT needs to deploy simultaneously to deliver Route 99 service. (This is called the "peak fleet" requirement.) Recommendations for dial-a-ride and paratransit service detailed elsewhere in this Plan may also have the

positive side-effect of reducing the peak fleet requirement for those services. Implementation of this plan could result in CAT needing slightly fewer vehicles in its fleet, unless and until the total supply of service is increased in the future.

All CAT buses are now equipped with cameras with integrated GPS. This allows CAT dispatchers to track the locations of vehicles in real time and to review video of service.

The next improvements in operational and customer-facing technology should be the addition of automated stop announcements. This allows drivers to focus on driving and providing customer service, while the automated system gives customers early notice that their stop is coming up so they can alert the driver if they want to get off.

Automated stop announcements require Automated Vehicle Location service (AVL), which tracks where the bus is in real-time, and compares the real-time location to a known route and stop list. AVL will also work with dispatching software, to support the more efficient scheduling of dial-a-ride and paratransit trips.

The addition of mobile data terminals to vehicles providing dial-a-ride and

Name	Year	Manufacturer	Mileage	Length	Body type	Notes
S-24	2002	Ford	95,001		Sedan	Used for shuttling drivers or for administrative trips.
S-25	2002	Ford	104,105		Sedan	Used for shuttling drivers or for administrative trips.
Bus 2	2002	Girardin	370,202	25'	Cut-away	Will be replaced in 2018.
Bus 14	2006	Freightliner	246,077	35'	Coach	Used as a spare for 35' Gilligs on Route 99. Applied for replacement grant from ODOT in August 2017.
Bus 17	2009	Chevrolet Senator	107,672	26'	Cut-away	Low mileage, in good condition despite age.
Bus 18	2010	Chevrolet	110,833	22'	Cut-away	Will be replaced in 2018.
Bus 19	2010	Chevrolet	97,165	22'	Cut-away	Will be replaced in 2018.
Bus 26	2011	Arboc	84,585	26'	Cut-away, low-floor	
Bus 27	2011	Arboc	78,790	26'	Cut-away, low-floor	
Bus 28	2013	Gillig	105,719	35'	Coach, low-floor	
Bus 29	2013	Gillig	107,818	35'	Coach, low-floor	
MV-30	2013	Dodge Caravan	5,706	19'	Mini-van	
Bus 31	2016	Arboc	4,662	23'	Cut-away, low-floor	
Bus 32	2016	Arboc	4,885	26'	Cut-away, low-floor	
Bus 33	2016	Arboc	5,122	26'	Cut-away, low-floor	

Figure 15: CAT's fleet for all services, as of summer 2017.

paratransit would allow dispatchers and drivers to make more efficient use of service hours each day. Today, drivers are given a paper manifest when they leave headquarters. Any last-minute changes must be done using radios, and are difficult to communicate. Mobile data terminals allow drivers' routes to be modified at any time, to account for cancellations, same-day reservations, or disruptions.

In combination with AVL, Automated Passenger Counters (APCs) would provide CAT with higher-quality, more recent and more reliable data on the performance of its services than is available today. Ridership data must today be hand-counted by a person riding the bus. AVL and APC systems, together, give transit managers and supervisors extremely useful and timely data about ridership, speed, on-time performance, and other aspects of transit performance.

Finally, upgrading the software used for dial-a-ride and paratransit dispatching should be a high priority (as described throughout Chapter 3), as it will help CAT and MV achieve higher productivity on those services, and can also improve customers' experience of the reservation process.

Local bus stops

If CAT adds a local circulator route in the future, additional capital investment will be needed to create stops. The needs for each stop will range from minimal (a simple pole, of which CAT still owns more than 120 from the old circulators) to maximal (shelters, sidewalk improvements, pedestrian crossing signals). The needs at each stop would depend on the route of the circulator and the stop locations chosen along that route.

It is unclear how long the route(s) of a future circulator will be, because the length of the route relates intrinsically to the available operating budget for the route and the desired frequency of the route. The longer the route, or the more separate routes are provided, the higher the cost or the lower the frequency.

The Oregon legislature established a new funding stream for local transit operations in 2017. These funds are expected to be available to Canby starting in the fall of 2018. However, even with this additional funding, it is unlikely that Canby will be able to deliver as much local circulation as in 2011 (i.e. as many local route miles, with as high of frequency) without additional future funding.

We recommend that if in the future CAT

becomes able to restore a local circulator (as described starting on page 19) a new service plan is made for that service. The new plan would take into account:

- The amount of operating budget that is available for local circulation.
- Ways that development and streets have changed since 2010.
- How the local service would connect with an updated Route 99 express.
- What capital investments would be needed in stops or sidewalks, along a future circulator route.

This last element, in particular, could be included in an updated TSP, for funding with public or private sources.

5 Financial Projections

The table on the following page details CAT's financial projections for:

- The recently-ended (2016-17) fiscal year.
- The current (20187-18) fiscal year.
- The next four fiscal years, through 2022.

2017-18 Budget

In preparing the budget for 2017-18, earlier this year, CAT prepared for potentially higher costs. Costs have not grown as fast as feared, while revenues are only slightly lower than budgeted. As a result, it is unlikely that there will be an operating budget deficit in 2017-18, as is shown in the table on the following page.

Reserves

As described on page 39, CAT hopes to purchase land on which to develop new customer service and maintenance facilities. The cash reserves that are projected to be available at the end of the 2017-18 year are intended to support this purchase.

Projected capital investments

The only capital investments contained in these projections are in 2016-17 and 2018-19, and consist of vehicle replacements. All other future expenses are operating

expenses.

New statewide (STIF) revenues

In these projections, CAT has budgeted very conservatively for new Statewide Transit Improvement Funds (STIF). The amount included in the table on the following page (\$100,000 in 2018-19) is based on the expected minimum grant to small Oregon transit systems.

The actual amount of the annual grant, the conditions placed on it by the state, and the time when the grant becomes available, are all unknown at this time.

The \$100,000 of STIF revenue assumed for 2018-19 would be enough to purchase 6.4 service hours from MV for each weekday. This would be nearly, but not quite, enough for CAT to implement the "Enhanced" higher-frequency Route 99 weekday schedule shown on page 16.

Supply of service hours

These projections assume that CAT continues to purchase the same number of service hours (for Route 99, dial-a-ride and paratransit combined) as in recent years. Given the increase in revenues from the STIF it is certainly possible that CAT will purchase more service hours in future

years, which would allow the agency to move more quickly through the phases recommended in this plan.

CAT selected MV Transportation as its contract service provider in May 2016, and signed a new three-year agreement with MV. This provided CAT with some certainty about its costs per service hour for the next three years. CAT will pay MV \$60.18 for each service hour in 2017-18, and slightly higher amounts in the follow two years. (In the past fiscal year, CAT paid \$58.78 per service hour.)

Operating Revenues	Operating Activities					
	2016-17 Year End Projection	2017-18 Budgeted	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected
Canby payroll tax	\$1,278,764	\$1,260,000	\$1,355,228	\$1,436,233	\$1,522,088	\$1,613,086
State and federal grants	664,658	516,750	532,253	548,220	564,667	581,607
Fares and miscellaneous	77,424	67,300	69,319	71,399	73,541	75,747
New Statewide Funding (STIF) (conservative estimate)	-	-	100,000	103,000	106,090	109,273
Total Operating Revenue	\$2,020,846	\$1,844,050	\$2,056,800	\$2,158,851	\$2,266,386	\$2,379,712
Operating Expenses						
Bus drivers, supervision and dispatching (MV contracted services)	\$863,712	\$1,049,224	\$886,198	\$910,377	\$937,688	\$965,819
Facility & Vehicle Maintenance and Fuel	273,865	275,718	283,990	292,509	301,285	310,323
Administration, management and City overhead	484,886	530,768	550,252	570,533	591,650	613,640
Office lease	51,132	43,640	44,949	46,298	47,687	49,117
Other miscellaneous costs of providing service	41,267	55,908	57,585	59,313	61,092	62,925
Total Operating Expense	\$1,714,862	\$1,955,258	\$1,822,974	\$1,879,030	\$1,939,401	\$2,001,824
Net Operating Revenue/(Expense)	\$305,983	\$(111,208)	\$233,825	\$279,822	\$326,984	\$377,888

Figure 16: Operating revenues and expenses for last fiscal year, this fiscal year (as budgeted), and through 2022. Non-operating expenses and revenues (such as reserves and capital) are shown on the next page.

Non-Operating Revenues	Non-Operating Activities					
	2016-17 Year End Projection	2017-18 Budgeted	2018-19 Projected	2019-20 Projected	2020-21 Projected	2021-22 Projected
Cash carryover	\$1,358,918	\$1,365,633	\$941,318	\$992,847	\$1,084,765	\$1,217,809
Capital grants	17,267	125,622	-	-	-	-
Total Non-Operating Revenue	\$1,376,185	\$1,491,255	\$941,318	\$992,847	\$1,084,765	\$1,217,809
Non-Operating Expenses						
Capital Outlay	\$260,788	\$140,000	\$-	\$-	\$-	\$-
One-time Project Expenditures	55,748	10,000	-	-	-	-
Contingency	-	196,526	182,297	187,903	193,940	200,182
Total Non-Operating Expense	\$316,536	\$346,526	\$182,297	\$187,903	\$193,940	\$200,182
Reserves (for future purchases)	\$1,365,633	\$1,033,521	\$992,847	\$1,084,765	\$1,217,809	\$1,395,515

Figure 17: Non-operating expenses and revenues. CAT has created a reserve fund, largely to prepare for purchasing land for a new maintenance and customer service facility. This reserve could also be useful if CAT decides to implement some of the technology upgrades recommended in this plan.

A Appendix: Public Involvement

JWA and CAT staff were guided and assisted in this process by Multicultural Collective (MCC), a firm based in the Willamette Valley that specializes in engaging diverse stakeholders in planning decisions.

The team developed a public involvement plan in the fall of 2016, and worked together to implement it throughout the course of the project.

Outreach Strategies

The first step in public involvement was to reach out to Canby community members and build a list of people who could be consulted throughout the project.

JWA and MCC staff conducted these types of outreach, from November 2016 through March 2017:

- Attending the Bridging Cultures Thanksgiving event; talking with participants, and collecting brief surveys from 48 guests, including their contact info.
- Attending the Bridging Cultures Concilio meeting, to ask for support with event and survey promotion, and present a summary of the key choices raised in the Plan.
- Visiting Canby businesses to collect

contact information, make invitations to the Stakeholder Workshop, and pass out flyers about the web survey.

- Making phone calls to those people who gave us phone numbers, to invite them to the Workshop (in English and Spanish).
- Giving web survey flyers to dial-a-ride and paratransit drivers, for them to give to passengers.
- Riding the 99E bus to promote the web survey and collect paper surveys from riders.
- Posting flyers at the library, and working with librarians to spread the word about the survey and the Plan.

Communication and Public Information

JWA and MCC also distributed and posted more general information about the surveys and events:

- The Choices Report, a link to a video of the City Council presentation, a link to the web survey, and information about the Stakeholder Workshop were all posted on the CAT website (in English and Spanish).
- As the contact list grew, announcements

about all of these same materials and venues for involvement were made by email.

- English and Spanish flyers were posted in public buildings, at local businesses, and at community centers.
- The survey was promoted on the Facebook pages of Bridging Cultures and CAT. Bridging Cultures also distributed information to its text-alert list.

Venues for Input

Input was ultimately collected in a number of venues:

- Through the web survey, to which 116 people provided complete responses.
- Through a paper survey, to which 59 people provided complete responses.
- At the Stakeholder Workshop, which was attended in its entirety by 36 people, of whom 30 responded to the polls taken at the end of the Workshop.
- Through the comments of the Transit Advisory Committee, which is appointed by City Council to advise CAT's decisions, and of City Council members.

Bilingual Engagement

Many of the materials and all of the venues for input were delivered in English and Spanish.

Staff doing the outreach were either fluent Spanish speakers, or received interpretation support (e.g. at the Concilio meetings). Phone calls and emails were made in the native language of the recipient, if it was known to the team.

The Stakeholder Workshop was attended by a diverse group - people of many ages and backgrounds, who use CAT in different ways, and both Latinos and Anglos. The entire workshop was conducted in English and Spanish, with the assistance of professional interpreters. Eleven of the people at the workshop reported that Spanish was their preferred language.

The web survey was offered in English and Spanish. Between web and print responses, 44 people responded in Spanish, and an additional 7 responded in a mix of English and Spanish. 124 people responded in English.

A brief summary of the Choices Report was translated into Spanish, posted on the CAT webpage, and brought to meetings and events for distribution to Spanish readers.

Public Comments in Response to the Alternatives

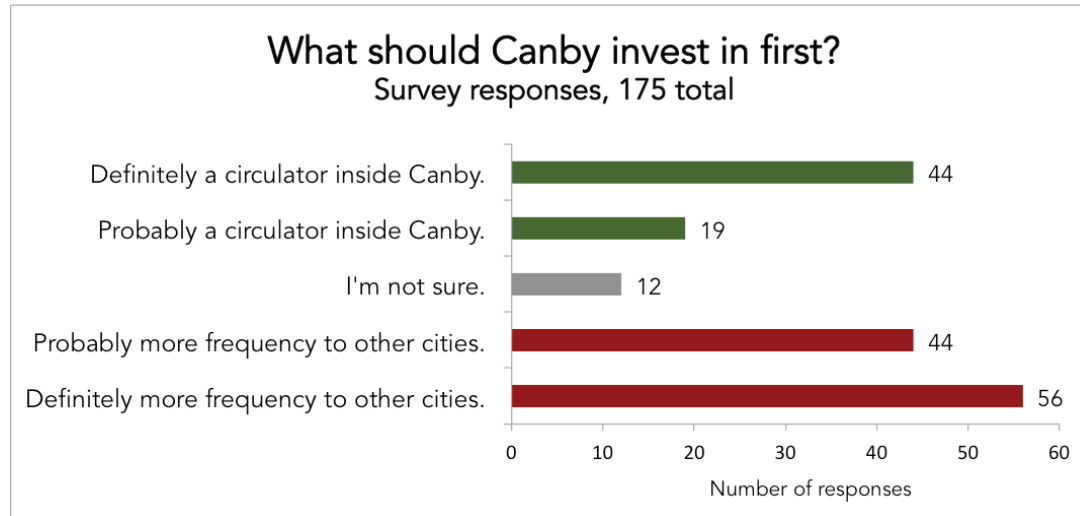
The charts on the following pages report in more detail the demographics of people who responded to the web or paper survey about the Alternatives.

We expected that certain categories of people might respond as a “caucus” to the key choice examined in this planning process. Ultimately, we found that it was hard to predict someone’s opinion, based on their race, their age, where they live or work, and what CAT services they use today.

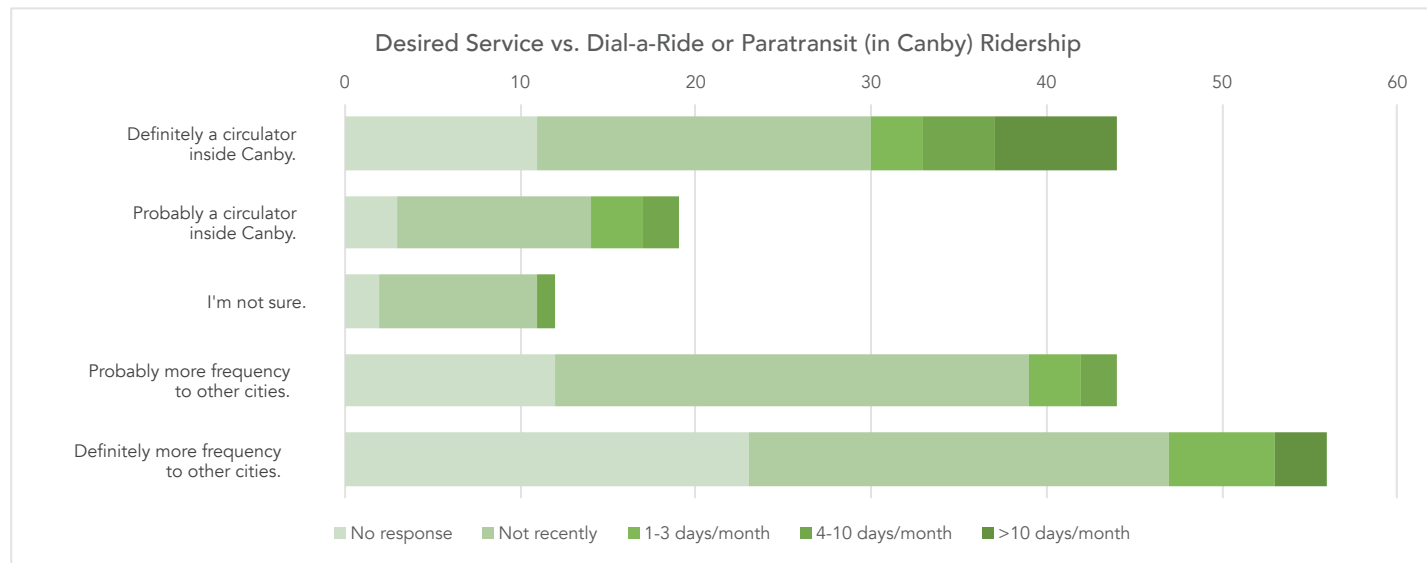
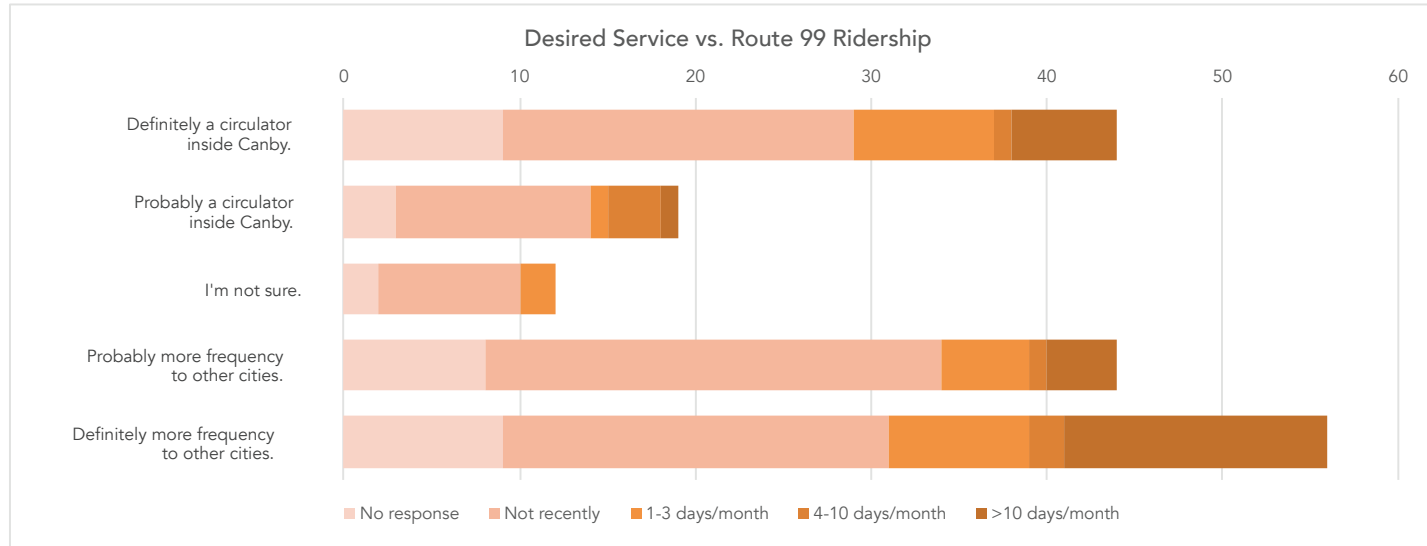
The charts on the following pages revealed to use that the group of people who said that Route 99 investments should be a higher priority included both Latino and Anglo people; residents and workers; dial-a-ride, paratransit and Route 99 riders; and younger, middle aged and senior people.

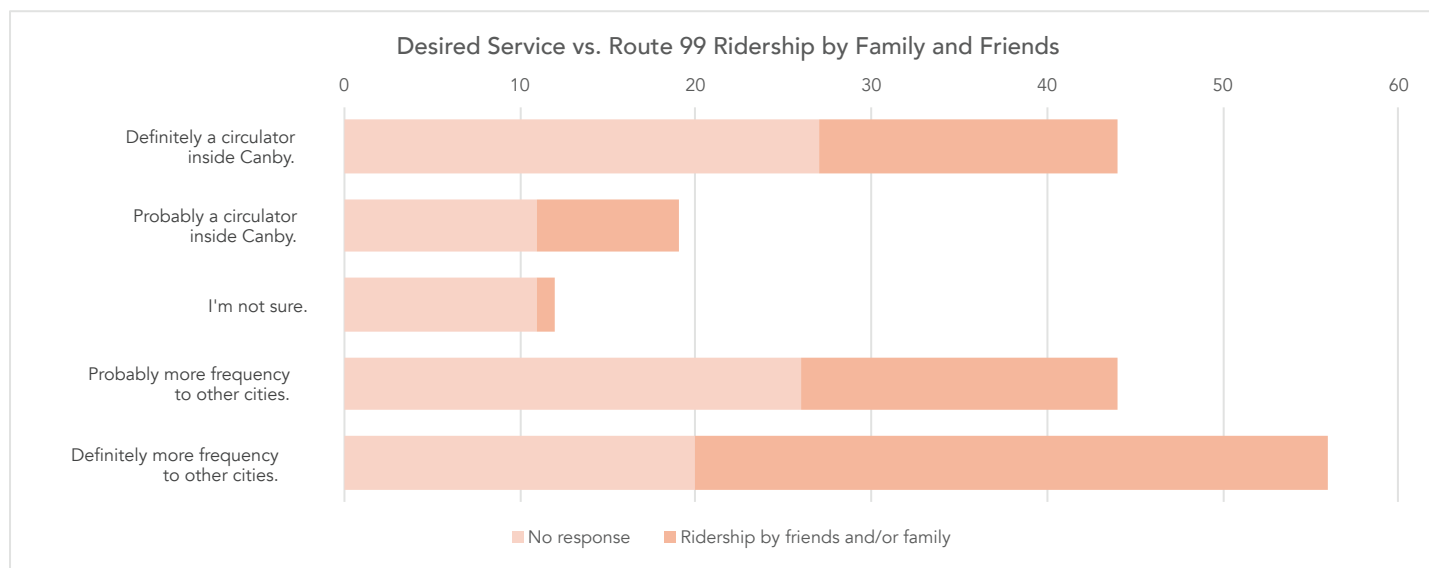
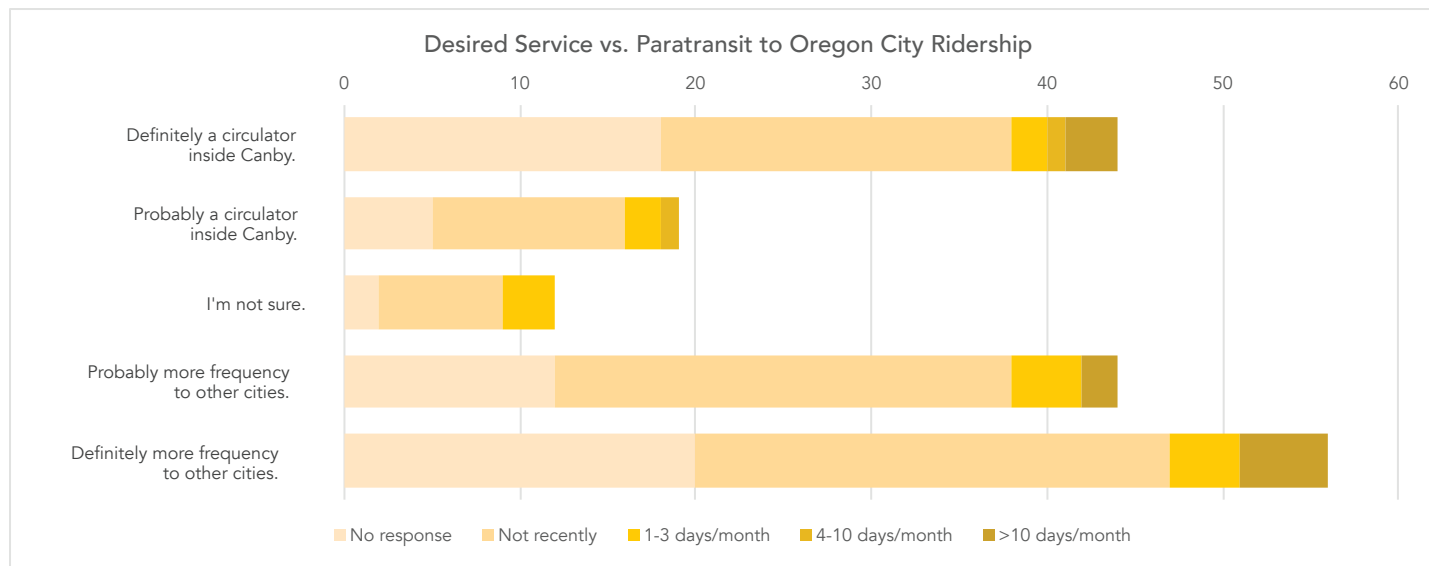
Alternatives Survey Responses

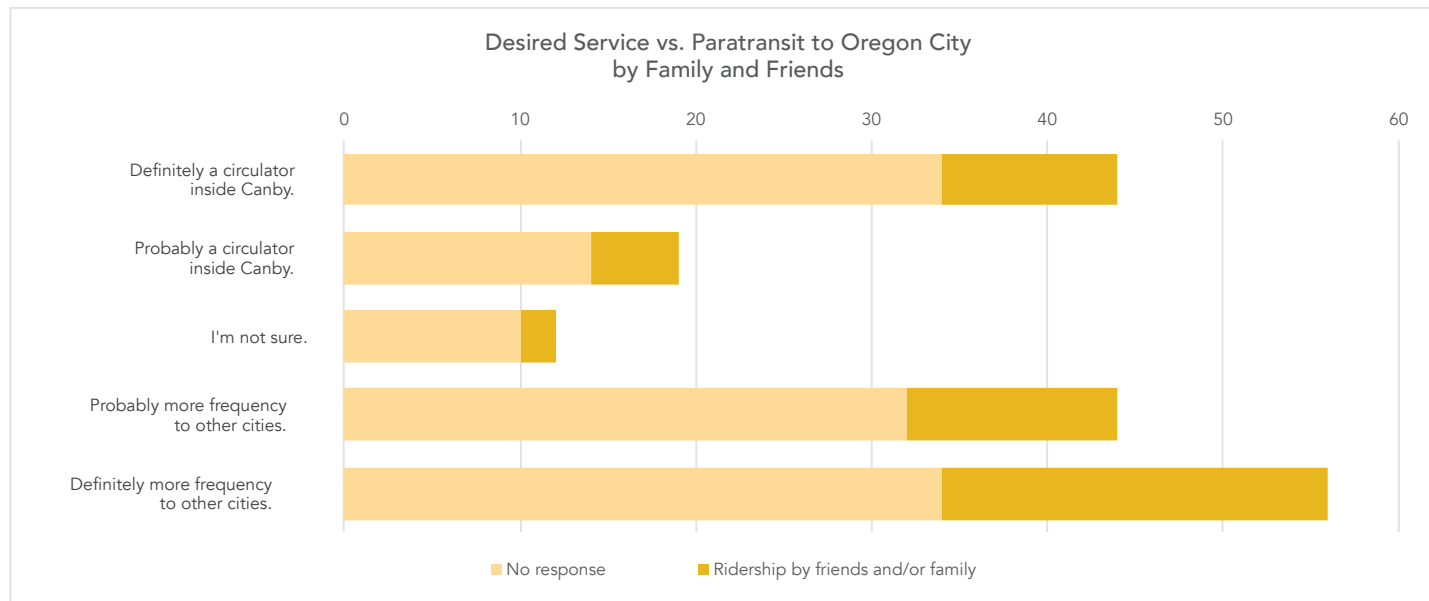
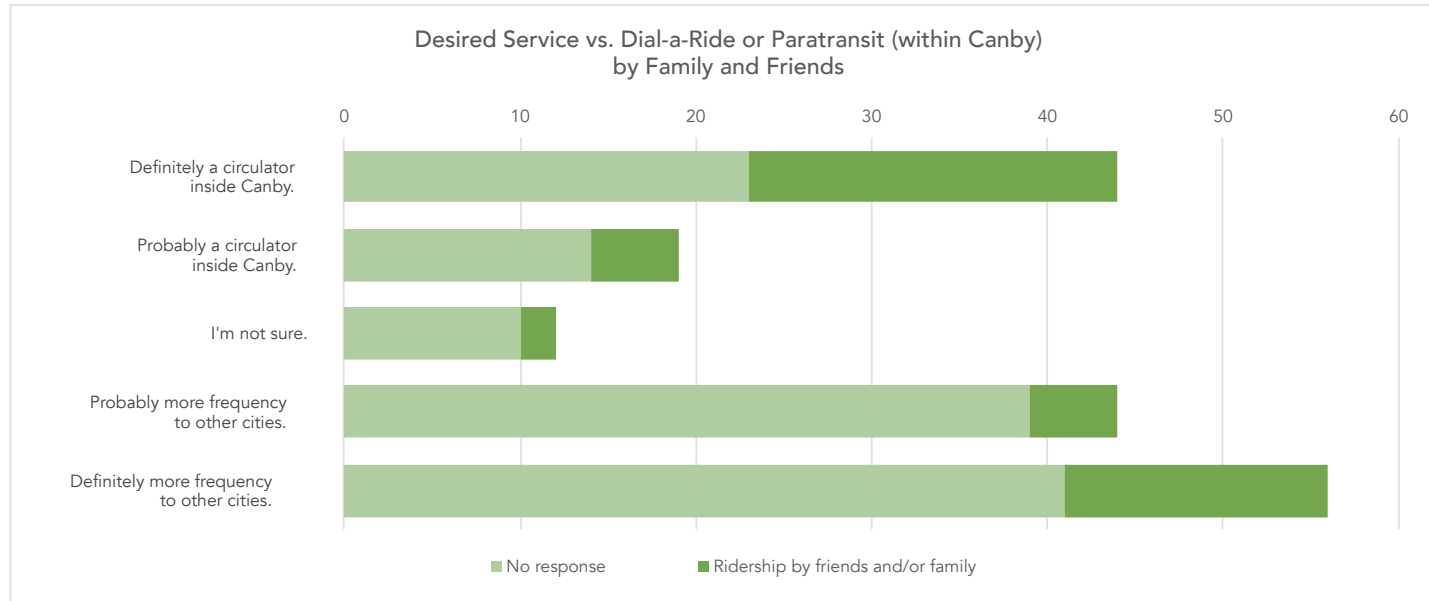
Term to Expire 12/31/2020



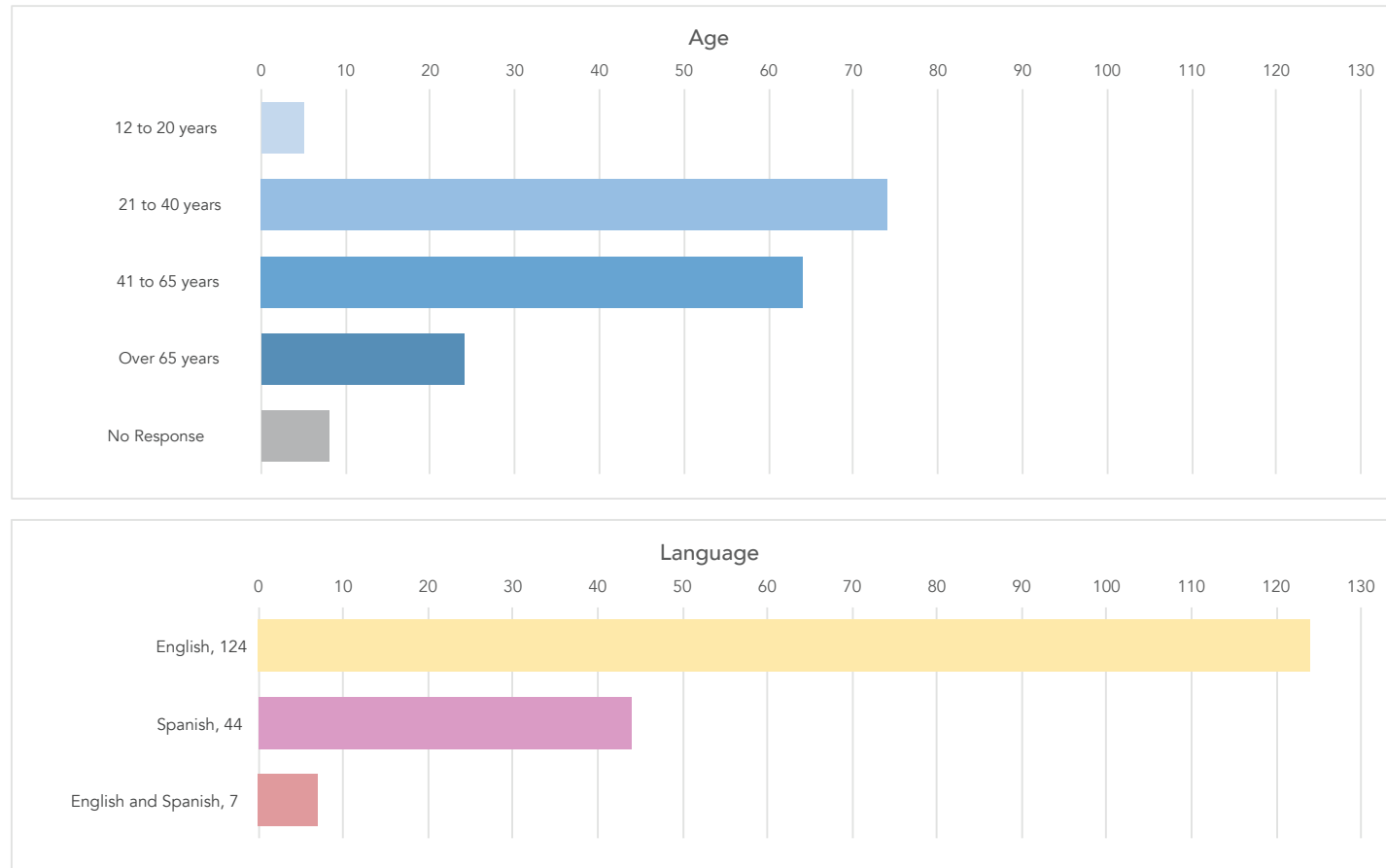
Responses split by riding habits

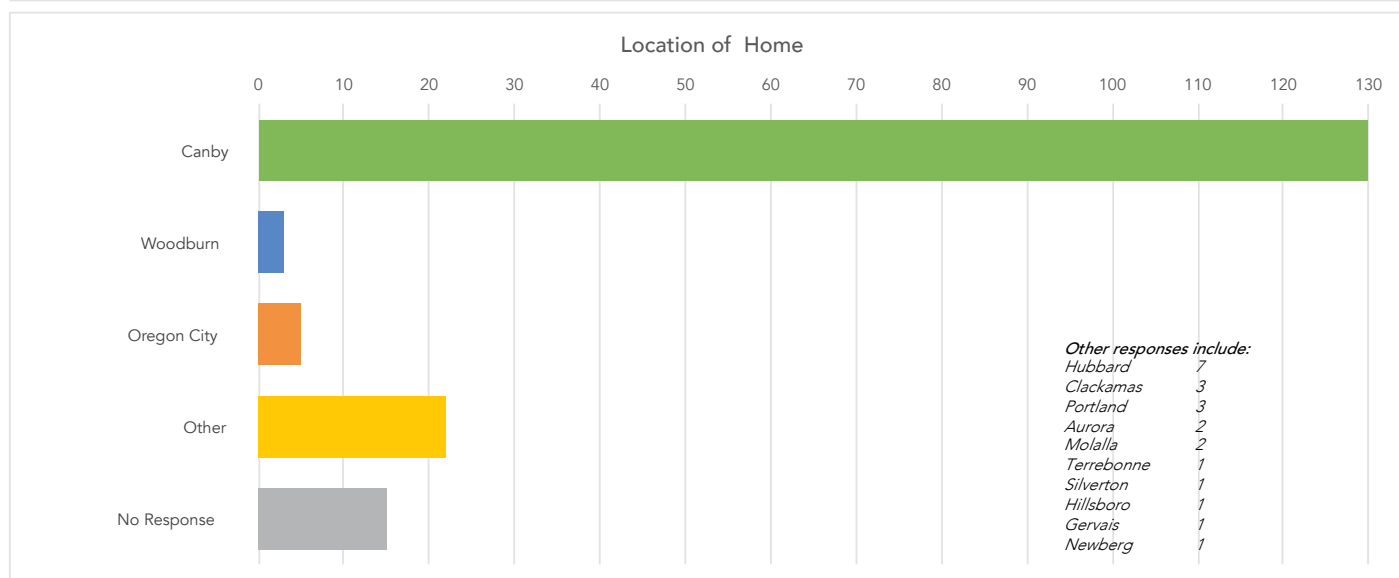
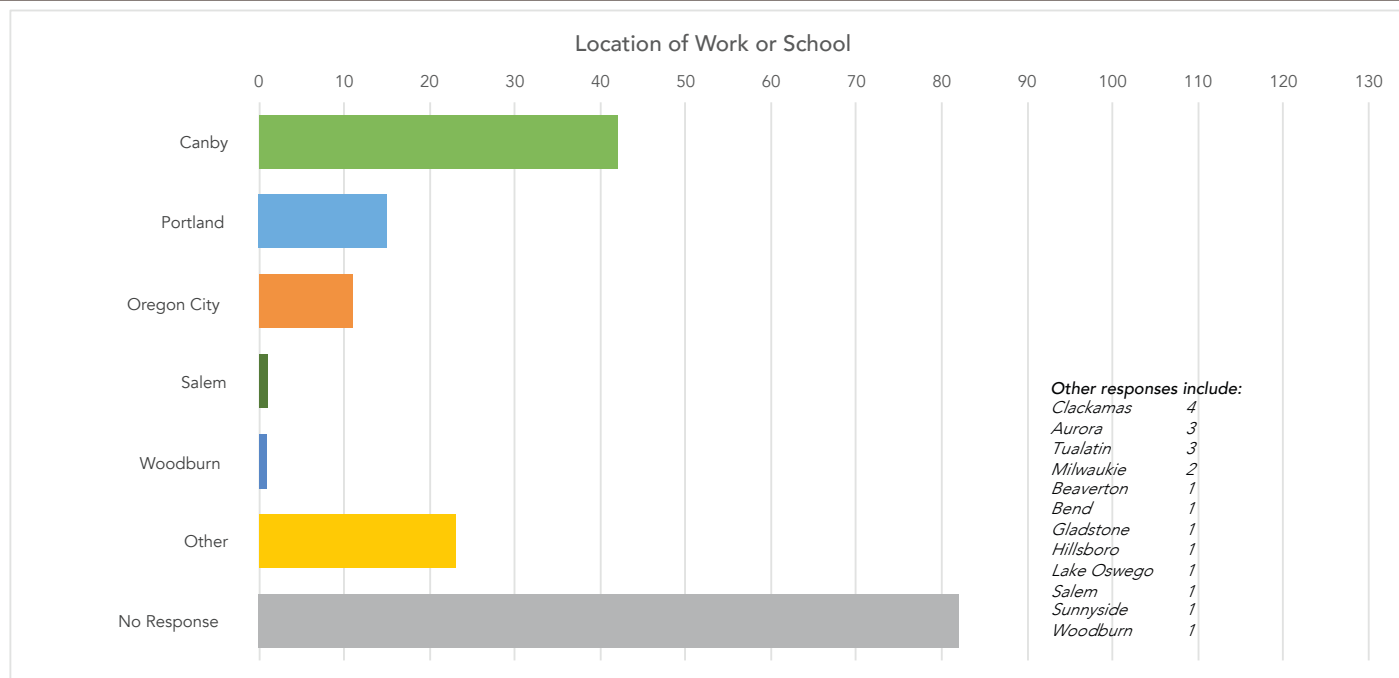




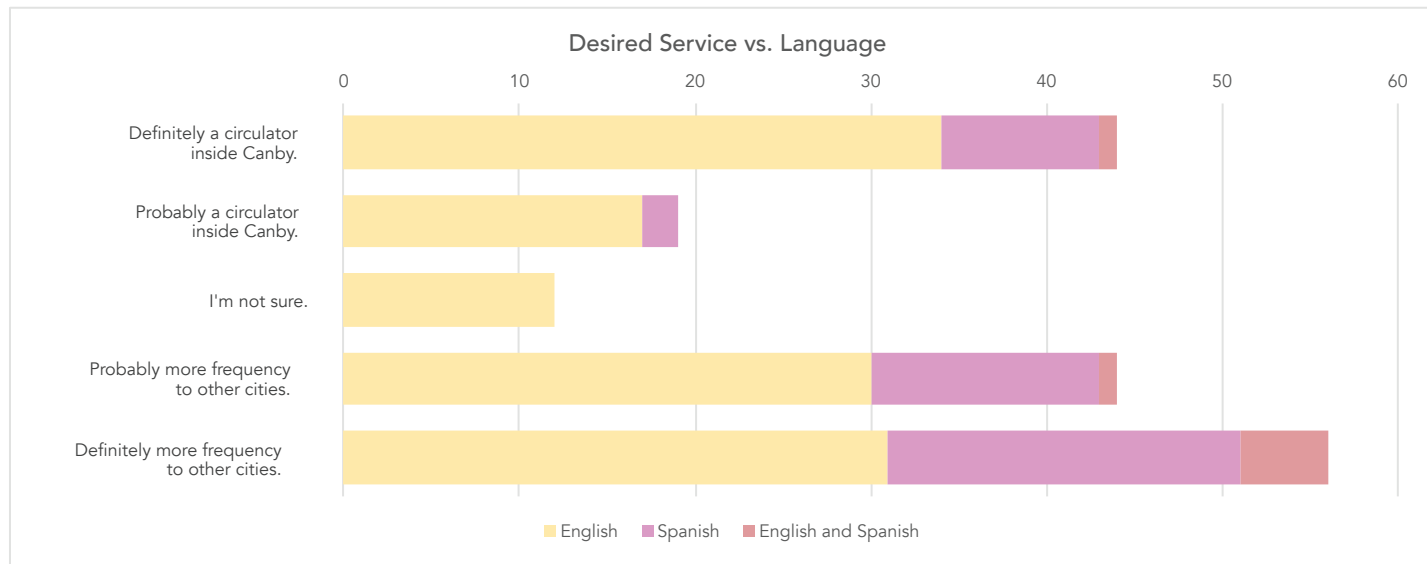
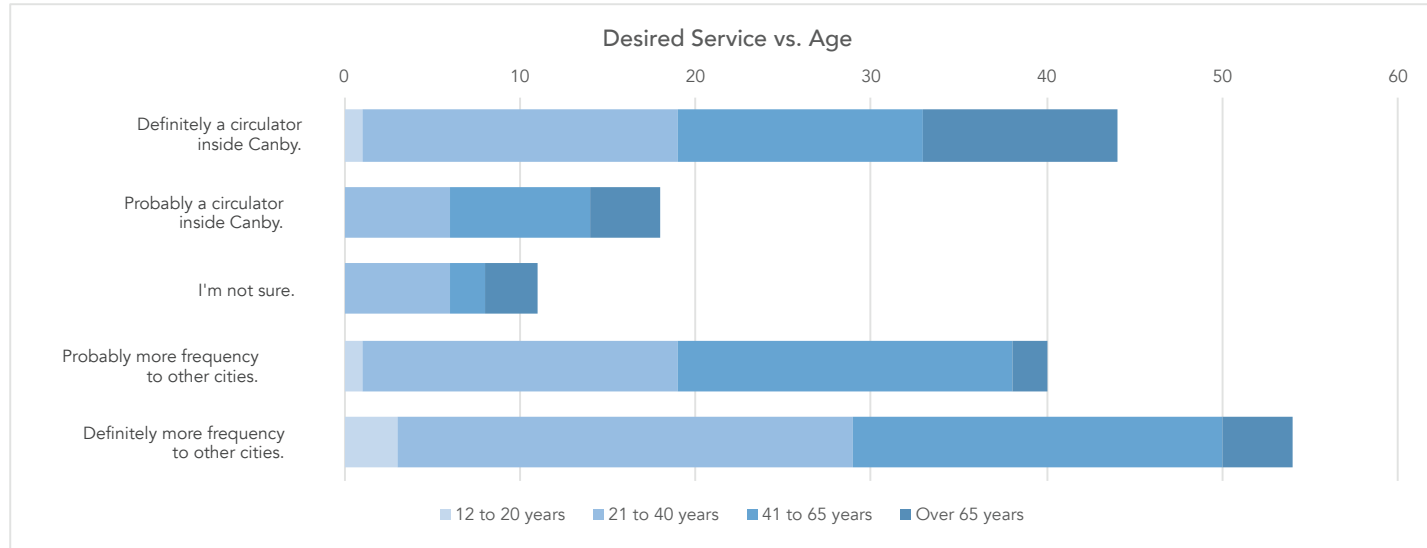


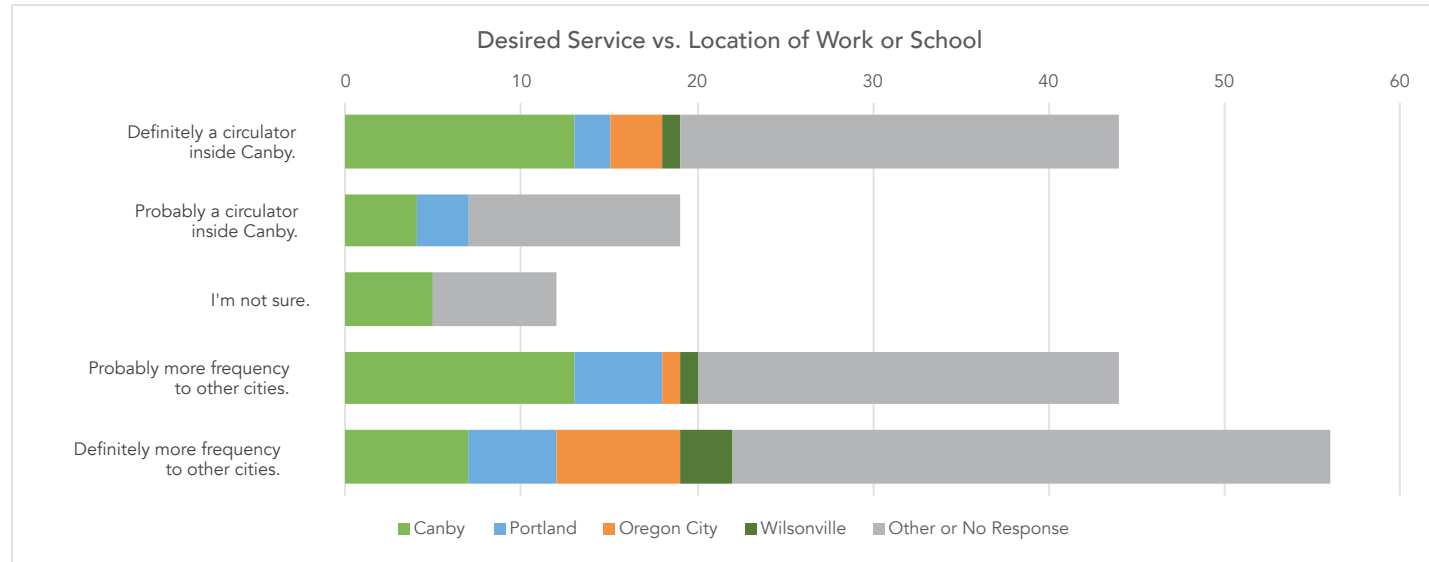
Respondent Demographics



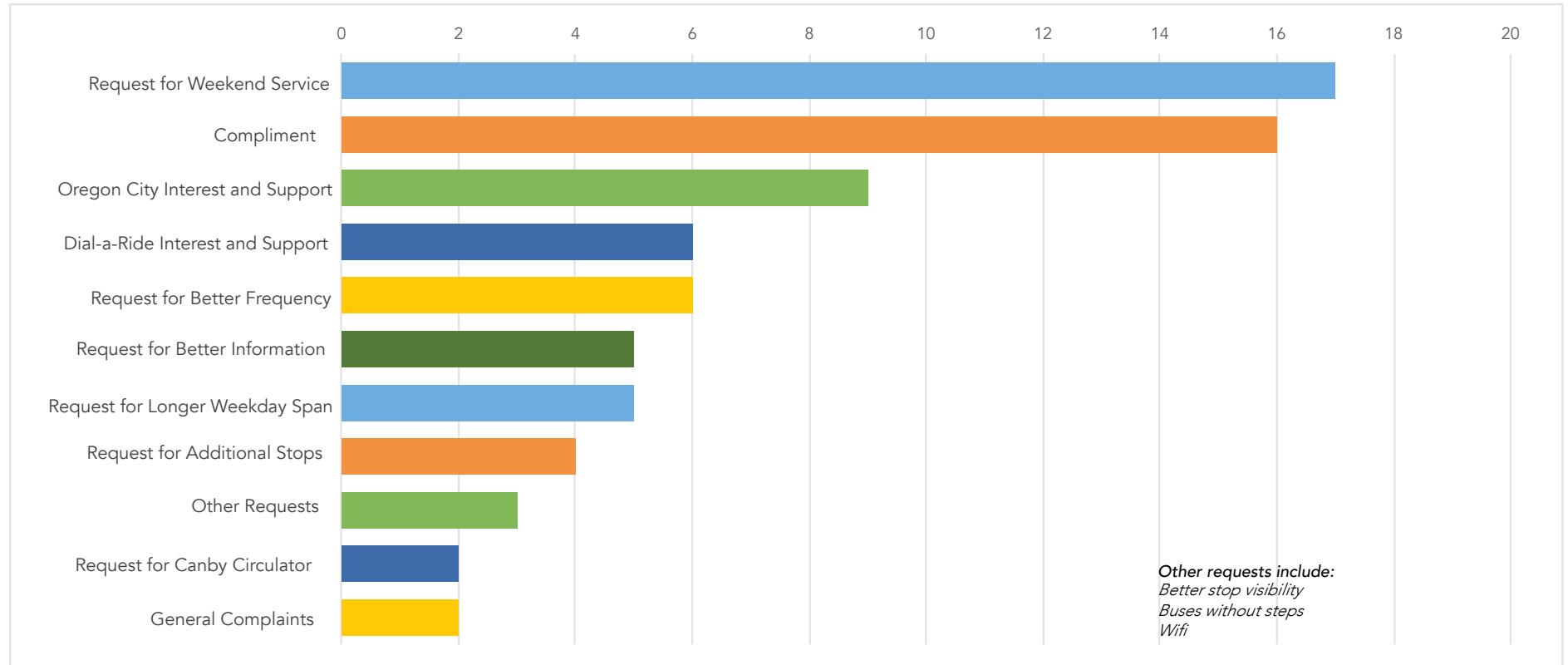


Responses Split by Demographics





Free-Form Comments



All of the free-form comments received through the print or web surveys about the Alternatives (summarized in the chart on the previous page) are reported here. A small number of comments were indecipherable and are not included.

Please consider using smaller buses and providing more frequent service, consider new technology like driverless vehicles for the dial a ride on demand service to lower costs

Have some wifi

More buses without steps

Better visibility at stops

Long stretches of no service to OC prevents the CAT from being a viable commuting option. Also, it'd be a huge win if there was a line or certain times when the CAT ran all the way to the Orange Line in Milwaukie.

anywhere close to Ta truck stop or century meadows would be nice

We disabled seniors at Cascade House are so grateful for your Dial A Ride and Shopper Shuttle and would like to see a Canby Downtown Service if possible.

Never seem to see buses in

neighborhoods, just downtown and 99E

Solo si pueden dar rait a citas médicas ? "Only if you can give a ride to medical centers."

We need to serve the SE area where there are a lot of hispanic citizens with a circulator route

Thank you for providing dial-a-ride to Oregon City

Usually use CAT for getting to Oregon City

It would be nice to get some weekend buses too. Also, do not take Oregon City bus off please. I cannot drive and have doctor appointments up there. Taking it away would make it harder to get up there.

No, Just make weekend services. Maybe a few late night buses as well to match tri-met few late night buses to Oregon City

There should be a morning and night bus at least once or twice on Saturday or Sunday to OC because it's hard to walk 9 miles. Just one route there and back on weekends might help a lot of people.

Need weekend services to Oregon City.

Weekend transit to Oregon City would be very very helpful to my family. Our only transportation for visiting is the CAT!

Please consider weekend routes :)

Frequent service to Oregon City will make it easier for riders to transfer to TriMet services. This is important for students attending Clackamas Community College

to add Fixed route, you will cut Partransit, Correct? Eliminate GP Dial a ride? Why when it works well now. The circulator will only serve 1/3 of the city. Why do such a select few get the service?

Me interesa el Dial-a-ride. Don't speak English. Me interesa fin de semana. "I'm interested in dial-a-ride. I don't speak english. I'm interested in weekends."

Las rutas durante los días laborales, pero mas temprano y el servicio hasta las 9:00 p. m. también el servicio para los fines de semana, promocionar más el servicio DIAL A RIDE. "On working days, earlier and later service. Also weekend service. And promote the dial-a-ride more."

Dial-a-Ride

Su servicio es muy importante para aquellos que no manejan en el pasado yo lo use y me ayudo bastante, mi familia si usa este transporte y lo usan para ir al medico, tiendas, y para el trabajo.

It is very important to seniors

This service keeps growing old fun. Helps keep down the cost to the public when people become old.

I think you have some wonderful people employed as drivers. Very socialable, patient, and courteous. I always feel better when I get off the bus. Many thanks!

We would miss it, if it was gone.

Weekend service would be very much appreciated.

They do a great job

Need to be much more frequent, and regular so ppl can get to jobs.

Publish route schedules in Canby Herald.

I am isolated for doctor/dental services and a way to grocery shop. Your services allow me to live independently in Canby.

Thank you for the excellent service you give. The drivers and office people bend over backwards to help us.

Needs to have later times.

Unicamente le doy las gracias a la compania de CAT por ayudar a todas las personas.

Probablemente que pase los fines de

semana tambien

Need some form of Weekend service

Saturdays Service

Be nice to run on the weekends

Weekend Services?

Mas publicidad, con horarios mas cerca a las personas.

que tenga mas tiempo de pasar por lo menos cada media hora

It isn't really user friendly or convenient

Ya e usado el CAT y es un buen servicio. Para personas que no tienen caros.

Provide more flyers to the Latino community so they know of other services CAT provides.

Sat Services wouldn't be bad

service on weekends

Maybe do weekends again

Just thankful it runs.

Los buses pasen mas continuos.

I love all of your drivers, the good people skills yoru drivers have are amazing!

No, por el mansuto ya que vengo de Clackamas

the drivers are great people! we love the service!

Quien puede usa el servicio de Dial-a-Ride?

I love CAT (especially after riding Trimet for so long), I just wish I could get home to Hubbard a little later. Or leave Hubbard on weekends!

Yous are great!

Public Comments in Response to the Draft Plan

This Plan was presented in draft form on September 1, 2017. Comments were taken through October 13, 2017.

The Draft Plan was distributed and presented through multiple venues:

- At the regular meeting of the Canby Transit Advisory Committee, which was attended by members of the public (and interpreted into Spanish for attendees).
- By email to the 35 people signed up for email updates.
- On the City's Transit website, in English and Spanish.

In addition to comments made in person at the Transit Advisory Committee, numerous parties submitted written comments, which are included at right and on the following page.

Figure 18: Letter of comment from Clackamas Community College regarding the Draft Transit Master Plan.



19600 Molalla Avenue | Oregon City, OR | 97045-7998
503-594-6000 | www.clackamas.edu
Education That Works

September 25, 2017

Canby Area Transit
195 S Hazel Dell Way Ste C
Canby, Oregon 97013

Re: CCC Comments on the Draft Canby Transit Master Plan

To Whom It May Concern,

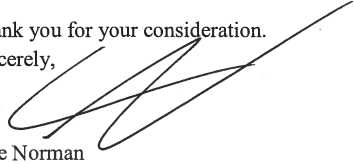
Transit plays a key role in helping community members attend Clackamas Community College (CCC), as over 10 percent of students use transit to access education. For the past 50 years, CCC has helped community members meet their academic and professional goals by providing transfer degrees, career technical education, and community education.

CCC supports the Draft Canby Transit Master Plan's proposal to increase Route 99 frequency. Route 99 plays a valuable role in helping students who live in Canby access our Oregon City campus. Additionally, students who live or take classes in Wilsonville rely on Route 99 to connect with SMART's bus service.

As additional service is planned, CCC urges Canby Transit to invest in increased frequency for midday service. Currently, CCC sees peak enrollment in 10 a.m., noon, 1 p.m., and 2 p.m. classes that are not well served by Route 99. Increased midday frequency would improve students' access to classes, as they balance work and family commitments.

Outside the current proposals in the Master Plan, CCC encourages Canby Transit to consider adding the Oregon City campus as a major stop for the Route 99. Designating the Oregon City campus as a stop would both provide students direct access to education and also connect passengers to jobs and social services across the region. The Oregon City campus is currently served by TriMet, South Clackamas Transportation District, and CCC Xpress routes that provide service to Clackamas, Molalla, Oregon City, and Portland. And the 2019 expansion of the Oregon City campus transit center will provide capacity for additional routes including Route 99.

Thank you for your consideration.
Sincerely,


Luke Norman
Transportation Systems Analyst

Received by email September 29, 2017:

"My name is Carol Long, I have lived in Canby two years now and am very satisfied with the great bus service we receive here at Hope Village.

We are very lucky to have this service and your bus office is terrific!!!

I would like to ask for weekend bus service as in a shopper shuttle or dial a ride so that we can shop all over Canby on the week-ends when we all would like to get out and be busy shopping or seeing a movie, etc!! This would add to Canby's Merchants making more monies all over the city.

I hope within the next year we can celebrate a Canby Shopper Bus on WEEKENDS, WE WOULD ALL LOVE IT!!

Best regards,

Ms. Carol Long, Retired Housing Director for the very poor!!"

Received in writing via Bridging Cultures ESL classes, October 5, 2017:

"Circulador local y de fin de semana. [Local circulator and weekends.]" –Citlalic Floras

"Para mi esta bien que hayga el fin de semana y tambien local. [For me it would

be good if there were weekends and also local service.]" –Miguelina Morales

"Me gustaria que tengan transporte para la clases de ingles en CCC. [I would like to have transport to the english classes at CCC.]" –Unnamed

"Transporte los 7 dias dentro de Canby. [Transport all 7 days a week inside Canby.]" –Luisa Conta

"Transporte ruta circular local dentro de canby y dias laborales. [Transport local within Canby and on weekdays.]" –Rocio Negrete

"Que haga transporte el fin de semana posiblemente todos los dias. [That there would be transportation on weekends and maybe every day.]" –Unnamed

"Fase 2a y 2b. Me gusta tiene mas transporte. Estara bien que tenga transporte para Oregon City para clase de ingles CCC. [Phases 2a and 2b. I woud like to have more transportation. It would be good to have transportation to Oregon City for english classes at CCC.]" –Unnamed

"Fase 2a. [Phase 2a.]" –Maricarmen Avellaneda, Mayra Avalos-Negrete, Unnamed, and Aurelia Cruz

"Si es posible todos los dias estaria mejor.

[If it is possible, every day would be better.]" –Hector Mendoza

"Fin de semana para el bus. Fase 2a. [Bus service on the weekends. Phase 2a.]" –Unnamed

"Anadir servicio los sabados en la ruta 99. Anadir una ruta de circulacion local dentro de Canby. [Add Saturday service on Route 99. Add a local circulator inside Canby.]" –Unnamed

"Fase 2a y 2b. [Phases 2a and 2b.]" – Unnamed x3

"Transporte ruta circular local dentro de canby y dias laborales. [Circulator route inside Canby on weekdays.]" –Marisol Negrete

"Service los sabados. [Service on Saturdays.]" –Unnamed

"Que tenga servicio los sabados. [That we would have service on Saturdays.]" –Unnamed

"Necesitamos servicio de transporte sabados. [We need transportation services on Saturdays.]" –Felipe Salazar

"Necesito bus para los sabados. Es necesario esos transporte para los que no tienen transporte privado es necesario. [I need the

bus on Saturdays. That transit is necessary for those who don't have private transportation, it's needed." –Unnamed

"Rota circular local dentro de Canby en días laborales. [Local circulator inside Canby on weekdays.]" –Yanet Pastrana

"Fase 2b. Anadir una ruta de circulador local dentro de Canby. [Phase 2b. Add a circulator route inside Canby.]" –Unnamed

"2b." –Mari Cruz Flores, Araceli Vasquez, Gloria Montes, Angeline Duran, Crispina Casarez, Marcos Hernandez, Guadalupe Urbina, Veronica Lopez, Rubens Huinae, Bryn Hager and Maria Gallardo.

B Appendix: Transit Outcomes from HB 2017

Transit Outcomes Named in House Bill 2017						
Phase or action	<i>"Increased frequency of bus service schedules in communities with a high percentage of low-income households"</i>	<i>"Procurement of buses that are powered by natural gas or electricity for use in areas with a population of 200,000 or more"</i>	<i>"Implementation of programs to reduce fares for public transportation in communities with a high percentage of low-income households"</i>	<i>"Expansion of bus routes and bus services to reach communities with a high percentage of low-income households"</i>	<i>"Improvement in the frequency and reliability of service connections between communities inside and outside of the qualified entity's service area"</i>	<i>"Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services"</i>
Phase 0: Make dial-a-ride and paratransit more efficient						
Phase 0: Make Route 99 schedule more regular and legible					X	X
Phase 1: Increase frequency of intercity service	X			X	X	X
Phase 1: Add more structure to premium paratransit						
Phase 1: Continue outreach to Latino community						

Transit Outcomes Named in House Bill 2017						
Phase or action	<i>"Increased frequency of bus service schedules in communities with a high percentage of low-income households"</i>	<i>"Procurement of buses that are powered by natural gas or electricity for use in areas with a population of 200,000 or more"</i>	<i>"Implementation of programs to reduce fares for public transportation in communities with a high percentage of low-income households"</i>	<i>"Expansion of bus routes and bus services to reach communities with a high percentage of low-income households"</i>	<i>"Improvement in the frequency and reliability of service connections between communities inside and outside of the qualified entity's service area"</i>	<i>"Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services"</i>
Phase 2a: Add intercity Saturday service	X			X	X	X
Phase 2b: Add local circulator on weekdays	X			X		
Phase 3: Add more weekend service (local or intercity)	X			X	X	X
Conduct a fare study			X			X

Transit Outcomes Named in House Bill 2017						
Phase or action	<i>"Increased frequency of bus service schedules in communities with a high percentage of low-income households"</i>	<i>"Procurement of buses that are powered by natural gas or electricity for use in areas with a population of 200,000 or more"</i>	<i>"Implementation of programs to reduce fares for public transportation in communities with a high percentage of low-income households"</i>	<i>"Expansion of bus routes and bus services to reach communities with a high percentage of low-income households"</i>	<i>"Improvement in the frequency and reliability of service connections between communities inside and outside of the qualified entity's service area"</i>	<i>"Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services"</i>
Improve transit access among Oregon City, Canby and Salem (feasible in Phases 0 or 1)					X	X
Improve transit access among Wilsonville, Canby and Oregon City (feasible in Phases 0 or 1)					X	X



Canby Police Department

November 1, 2017

City Mayor and Councilors
Canby, Oregon

Dear Mayor and City Councilors

Bret Smith
Chief of Police
smithb@canbypolice.com

Lt. Jorge Tro
troj@canbypolice.com

Sgt. Doug Kitzmiller
kitzmillerd@canbypolice.com

Sgt. Tim Green
greent@canbypolice.com

Sgt. Tim Warren
warrent@canbypolice.com

Sgt. Mike Smith
smithm@canbypolice.com

Sgt. Scott Farmer
farmers@canbypolice.com

Melody Thompson
Administrative Supervisor
thompsonm@canbypolice.com

Our Values
Service
Integrity
Respect

"Dedicated police professionals committed to the community and the highest standard of excellence and achievement."

Approval of Contract with Mark43 for Public Safety Records Management Solution for use by Canby Police Department

Purpose/Outcomes	Obtain new Records Management System (RMS)
Dollar Amount and Fiscal Impact	\$72,000.00 (\$24,000.00 X 3; for years 1 through 3 \$24,720.00 for year 4 \$25,461.60 for year 5 Estimated Total Contract Value is: \$122,181.60 (5 year total value)
Funding Source	100-108-421-5840 Canby Police Department Budget
Duration	Five year initial contract term with an option of three (3) additional annual renewals.
Previous Council Action	N/A
Strategic Plan Alignment	The purchase of the new records management system aligns with our strategic goal of implementing new or additional information technology to improve efficiency by obtaining a records management system that has cost effective ongoing expenditures while keeping our staff equipped with the best possible technology to perform the duties assigned while maintaining industry best practices.
Contact Person	Chief Bret J. Smith
Contract No.	N/A

BACKGROUND:

In early 2016, the Canby Police Department and other law enforcement agencies in Clackamas County began a project to find a suitable replacement for its current Records Management System (RMS) Versaterm (Reginal Justice Information Network - RegJIN) which has become a hindrance in efficiency in productivity.

After hundreds of staff hours of research and multiple site visits with several potential vendors, Mark43 emerged as the industry leader. Mark43 offers an RMS solution which surpasses that of any other vendor researched.

The Mark43 RMS is offered as a Software as a Service (SaaS) cloud based platform, which offers the ability for Mark43 to expand and develop their product to keep up with the rapidly changing and evolving digital world far into the future, as well as, keep the Canby Police Department on the most current technology available on the market.

In addition, Mark43 is hosted on Amazon Government Cloud, which offers security and expandability without the Canby Police Department assuming the high costs of technology infrastructure and cyber security protocols required to secure the sensitive data contained within the system.

Once Mark43 was identified as the desired vendor for the Canby Police Department and the majority of the law enforcement agencies in Clackamas County, it was discovered Mark43 was available by way of a cooperative price agreement allowing our department to move forward in the procurement processes without the need to conduct a formal procurement from the beginning. Partnering with the other law enforcement agencies, the Clackamas County Sheriff's Office acted as the lead, and a Notice of Intent to Purchase was posted in the Daily Journal of Commerce on May 31, 2017, identifying Insight Public Sector, U.S. Commodities Contract; Contract #4400006644 through Fairfax, Virginia. This notice allowed for comment and/or protest of the purchase. No comments or protests were received in the prescribed seven (7) days after the notice was posted. The Clackamas County Sheriff's Office along with Clackamas County Procurement, Clackamas County Finance, and Clackamas County Legal has worked tirelessly to secure the terms and conditions which meet the needs of the Canby Police Department and the needs of all participating law enforcement agencies in Clackamas County today, as well as the foreseeable future.

This contract has been reviewed and approved by City Counsel, Joseph Lindsay.

RECOMMENDATION:

Staff respectfully recommends approval of the Mark43 contract as the chosen Record Management System for the Canby Police Department. It is requested that the Council delegate authority to City Administrator Rick Robinson to sign agreements necessary in the ongoing performance of this agreement for an initial five (5) year contract period, with an option of three (3) additional annual renewals.

RECOMMENDED MOTION:

I move to approve Ordinance 1468, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH MARK 43 INCORPORATED TO PROVIDE A RECORDS MANAGEMENT AND ANALYTICS SYSTEM AND RELATED PUBLIC SAFETY TECHNOLOGY SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY to come up for second reading on December 6, 2017.

The reason an emergency is necessary is because we need to be able to go live on December 13, 2017.

Sincerely,

Bret J. Smith
Chief of Police

Mark43 Information Sheet

Mark43 is the name of the company's record management system that lets police officers store and analyze case data online.

The system is built on a cloud-based records management and analytics system whose goal is to make policing smarter, more efficient, and more accountable. The system's platform is a web app that makes it easier and faster for police officers to enter police reports, reducing a process that can take several hours on decades-old legacy systems. The software that most police currently use was designed in the 90s and hasn't been overhauled. Initially, the RegJIN system came with a case management tool we needed. At the time, it was more advanced than the prior system maintained by CCSO, Classweb, which needed a total system update, and there was a benefit of being tied together with a larger number of police agencies in the area (Portland Metro).

However, police officers using RegJIN are taking an hour to do things that really should have taken 30-45 minutes. Mark43 then adds a layer of algorithmic intelligence, connecting data such as social media activity and phone records (obtained via warrant) to those police reports to give even patrol officers a more complete picture of a criminal.

Mark43's software is aimed at addressing two main problems with the system most police forces currently use: poor usability and slow speeds. Mark43 offers a cloud-based system that police officers can access on a tablet that can allow them to everything from arrest reports to investigations to data sharing and analysis. Its Cobalt platform unites a set of law enforcement tools securely in the cloud, making access to reliable and actionable information a reality.

What isn't working with RegJIN? (Our current records management system)

Cost –

- Overtime has increased.
- On-going Training demands take officers off the street to perform patrol functions.
- Personnel Resources are needed to train personnel and oversee work productivity.
- Maintenance and upgrades of the system are constantly changing, which have a direct impact to cost.
- Grants used to financially start RegJIN and lower individual agency costs are no longer available. An immediate cost increase will be passed on and become the responsibility of the user agency.
- Since its implementation, there have been cost increases. While capped at 10% increase per annum aggregate, it is projected that significant cost increases in the future will continue and exceed the cost of moving to Mark43.

- As soon as Clackamas County Police agencies are no longer participating in the RegJIN system and participate in the Mark43 System, the price per user for RegJIN will immediately increase because its cost is allocated by the number of member users.

Storage –

- Running out of storage space.
- Cost of additional storage isn't sustainable.

Case Management –

- Can't track calls, cases and evidence appropriately, resulting in a lack of good reports and coordination of police efforts and resources.

Productivity has decreased –

- Police reports take longer to write.
- Submitting evidence takes longer to process.
- More information is required to be entered that isn't necessary.
- Process to enter data is more complicated, even for simple things, it is not intuitive.
- There is duplication of work.
- Approving police reports requires two systems.
- Narrative text is limited – you aren't able to copy and paste.

Moving to Mark43 System will initially result in a slight cost increase by approximately \$2,000. However, cost savings will be immediately recognized in the following years due to fixed pricing. The price for this Mark43 System will be locked for the contract years 2018 – 2020 with only a 3% increase in the years 2021 and 2022, for a total increase of 6% over a five year period. It is expected the cost of moving the Mark43 will be substantially less than remaining with our current RegJIN system that has a capped 10% increase per annum aggregate.

SOLD-TO PARTY 11019392

CITY OF CANBY
1175 NW 3RD AVE
CANBY OR 97013-3436

SHIP-TO PARTY

CITY OF CANBY
1175 NW 3RD AVE
CANBY OR 97013-3436

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation

Quotation Number : 219514250
Document Date : 03-NOV-2017
PO Number :
PO Release :
Sales Rep : Bob Duncan
Email : BOB.DUNCAN@INSIGHT.COM
Telephone : 4801115995 X 5995

Material	Material Description	Quantity	Unit Price	Extended Price
MK-RMP-OR	MARK43 RECORDS MGMT PLATFORM 1YR SUB Coverage Dates: 03-NOV-2017 - 03-NOV-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	25	720.00	18,000.00
MK-PEM-OR	ARK43 PROPERTY AND EVIDENCE MODULE 1YR SUB Coverage Dates: 03-NOV-2017 - 03-NOV-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	25	240.00	6,000.00
MK-IDS-OR	MARK43 INTERFACE DVLPMNT SERVICE Coverage Dates: 03-NOV-2017 - 03-DEC-2017 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	0.00	0.00
MK-LDCS-EVD-OR	MARK43 LEGACY DATA CONVERSION SERVICE (EVIDENCE) Coverage Dates: 03-NOV-2017 - 03-DEC-2017 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	0.00	0.00
MK-LDCS-RMS-OR	MARK43 LEGACY DATA CONVERSION SERVICE (RMS) Coverage Dates: 03-NOV-2017 - 03-DEC-2017 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	0.00	0.00
Product Subtotal				24,000.00
TAX				0.00
Total				24,000.00

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Duncan
4801115995 X 5995
BOB.DUNCAN@INSIGHT.COM
Fax 4807607689

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at:
http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

ORDINANCE NO. 1468

AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH MARK 43 INCORPORATED TO PROVIDE A RECORDS MANAGEMENT AND ANALYTICS SYSTEM AND RELATED PUBLIC SAFETY TECHNOLOGY SERVICES FOR THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby desires to have a records management and analytics system that coincides with its Clackamas County public safety neighbors and partners; and

WHEREAS, the current records management system is no longer being used by Clackamas County and other neighboring police agencies; and

WHEREAS, Clackamas County and other neighboring police agencies are contracting with Mark 43; and

WHEREAS, the Mark 43 cloud-based system looks to be more intuitive, user-friendly, and eventually less costly overall.

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into a contract Agreement with Mark 43 Incorporated to provide a records management and analytics system and related public safety technology services for the City. A copy of the Technology Services Contract is attached hereto as Exhibit "A."

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to maintain public safety technology services in order to provide both essential and general services to the public, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 15, 2017, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in 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, December 6, 2017, commencing at the hour of 7:30 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on December 6, 2017 by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**Canby Police Department
TECHNOLOGY SERVICES CONTRACT**

This Technology Services Contract (this “Contract”) dated as of _____ is entered into between Mark43, Inc. (“Contractor”), and Canby Police Department, a political subdivision of the State of Oregon (“City”). Contractor and City are each a “Party” and together the “Parties.”

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2022. However, such expiration shall not extinguish or prejudice the City’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

No later than sixty calendar (60) days prior to the expiration of the Contract term, Contractor shall provide annual renewal rates, to include the number of licenses, annual cost per license and annual total cost. If accepted by the City, up to three (3) annual renewals may be memorialized by the issuance of a purchase order generated by the City finance system (each, a “Renewal Term”).

2. Statement of Work. Contractor will provide the following technology services: Public Safety Technology Solution (“Work”), further described in **Exhibit A**.

3. Consideration. The City agrees to pay Contractor, from available and authorized funds, a sum of \$122,181.60 for accomplishing the Work required by this Contract during the initial term, not including any renewal authorized by the City or any additional licenses purchased on the rates set forth herein. Contractor shall be paid in accordance with the following fee schedule:

Contract Year	Total No. of Licenses	Cost Per License per year	Annual Total
January 1, 2018 or Acceptance Date whichever is later –December 31, 2018	25	\$960.00	\$24,000.00
January 1, 2019 – December 31, 2019	25	\$960.00	\$24,000.00
January 1, 2020 – December 31, 2020	25	\$960.00	\$24,000.00
January 1, 2021 – December 31, 2021	25	\$988.80	\$24,720.00
January 1, 2022 – December 31, 2022	25	\$1,018.46	\$25,461.60

The “Annual Total” for each year is due in full in advance on the first day of the applicable Contract Year. The City may order additional licenses at the rates set forth in the then current fee schedule and shall be prorated based on a monthly cost at time of order. For example, the monthly cost for Contract years one (1) through three (3) would be \$80.00. The prorated annual fee for such additional license(s) is due in full in advance within thirty (30) days after the effective date of such additional license(s). Additional licenses must be submitted in writing to Contractor and signed by a duly authorized representative of the City.

Mark43 Pricing is based on the number of active users employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases its number of employed active users during the Term by more than 10 percent (10%), then the annual fee shall increase by \$960 per sworn officer in excess of 25.

4. Travel and Other Expense. Authorized: ☐ Yes ☒ No

Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: this base Contract, Exhibit A – Statement of Work, Exhibit B – Insurance, Exhibit C – Certification Statement, Exhibit D – Technical Requirements and Exhibit E – Insight Public Sector Price Quote. In the event of a conflict, the following order of priorities shall govern: (1) this base Contract, (2) Technical Requirements, (3) Statement of Work, (4) Insight Public Sector Price Quote and associated online terms of sale, (5) Insurance, and (6) Certification Statement. For the avoidance of doubt, the parties agree that the terms of the Insight Contract with Fairfax, Virginia No. 4400006644 and associated documents are not applicable to this Contract.

6. Contractor Data.

Name: Mark43, Inc.

Address: 28 E. 28th Street, 12th Floor, New York, NY 10016

Contractor Contract Administrator: David Jochim

Phone No.: 646-770-0412

Email: dave@mark43.com

MWESB Certification: ☐ DBE # ☐ MBE # ☐ WBE # ☐ ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. DEFINITIONS

- 1.1. Defined Terms.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Contract when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2. “Acceptance”** Means the City has determined that a Deliverable or a product requiring Acceptance Testing has met the Acceptance Criteria and the City has provided a Certificate of Acceptance to Contractor with respect to the Deliverable or Product, as applicable.
- 1.3. “Acceptance Criteria”** The functionality, performance, and reliability requirements as set forth in the Statement of Work.
- 1.4. “Acceptance Date”** The date on which the City issues a certificate of Acceptance for the Solution or a Deliverable, as applicable.
- 1.5. “Acceptance Test”** The evaluation and testing method, procedures, or both, acceptable to each Party in its reasonable discretion that are used to determine whether or not the Solution or a Product requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.
- 1.6. “Acceptance Test Plan (ATP)”** An Acceptance Test Plan (ATP) is written document acceptable to each Party in its reasonable discretion that contains the procedures that will be used to determine the Solution’s/System’s conformance to the City’s requirements. Acceptance Criteria.
- 1.7. “Affiliate”** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.8. “Amendment”** A written document required to be signed by both Parties when in any way altering the Contract or Statement of Work, or any exhibit or attachment to any of the foregoing.
- 1.9. “Applications”** means the Records Management System and Evidence Management System, as described in the Statement of Work.
- 1.10. “Authorized User”** means an Affiliate, employee or independent contractor of City (solely to the extent such contractor is providing services to City), who has been authorized by City to use the SaaS Services.
- 1.11. “Business Day”** A calendar day of twenty-four hours, excluding weekends and public state or federal holidays, beginning at midnight and ending at midnight twenty-four hours later.
- 1.12. “Certificate of Acceptance”** A written instrument by which the City notifies Contractor that the Acceptance Criteria have been met or waived, in whole or in part.
- 1.13. “Change Order”** A document, agreed and signed by both Parties, that changes an existing Statement of Work. The Change Order process is outlined in the Statement of Work.
- 1.14. “City Data”** means all data, information, content and other materials stored or transmitted by City and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Contractor Data.

- 1.15. “Data Breach”** A security incident in which the Contractor transmits (or provides access to) data that is stored in the Services to an un-authorized person. A Data Breach does not include cases where the City transmits or otherwise provides access to data stored in the Services to un-authorized persons.
- 1.16. “Deliverable”** The Products, Services, Documentation, and tangible work products to be provided to the City by Contractor as described in the Contract or Statement of Work.
- 1.17. “Documentation”** means the user guides and user manuals for the SaaS Services that Contractor provides to City.
- 1.18. “Error”** Any defect, problem, condition, bug, or other partial or complete inability of the Solution to operate either (a) in accordance with the applicable Specifications and Documentation; or, (b) as to the Solution, in the same manner in which the Solution operated as of the Final Acceptance Date.
- 1.19. “Final Acceptance”** Means the City has determined that every Deliverable or Product in the Solution requiring Acceptance Testing has materially met the Acceptance Criteria and the City has provided a Certificate of Acceptance to Contractor.
- 1.20. “Integration Control Document”** means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.21. “Intellectual Property Rights”** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.22. “Maintenance Request”** A request by the City to Contractor for maintenance.
- 1.23. “Product”** Means Software, Documentation and supplies which may include Updates, Upgrades, Customization, and training.
- 1.24. “Production Environment”** The operation portion of the Solution that is used on a daily basis to conduct the City’s business processes.
- 1.25. “Professional Services”** means the evaluation, consultation, implementation, customization, configuration, development of interfaces and other services provided by Contractor in connection with the SaaS Services.
- 1.26. “Project”** The Integrated Public Safety Technology System, all as described in the Statement of Work, comprising the Applications, and the work required to implement it, including the Professional Services and SaaS Services and any activities required for delivery and support of the Solution including, without limitation, design, development, integration, testing, support and maintenance, any of which Contractor may be providing in whole or in part.
- 1.27. “Project Manager”** Individual designated by the Canby Police Department to provide day-to-day operational oversight of the Contract.
- 1.28. “SaaS Services”** means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Contractor for remote access and use by City, including any Documentation thereto.
- 1.29. “Services”** means the services provided or required to be provided by or through Contractor, including without limitation, SaaS Services and Professional Services.

- 1.30. **“Software”** means the object code version of Contractor’s computer software and all Updates made available by Contractor to City under this Contract.
- 1.31. **“Software License”** Means the license(s) of the Software provided to the City for use of the SaaS Services as authorized by this Contract.
- 1.32. **“Solution”** The complete integrated public safety technology solution to be provided by Contractor, including collectively the SaaS Services, the Professional Services, and all Products, and Software to be provided by Contractor to City under this Contract.
- 1.33. **“Source Code”** A complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software. Source Code shall include all material including but not limited to design documentation, Software Documentation, reference manuals and documentation, libraries for the Software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary for a reasonable skilled programmer or analyst to understand, maintain, or modify the Software/Solution.
- 1.34. **“Statement of Work”** means a detailed plan of work to be agreed by the Parties in conjunction with this Contract.
- 1.35. **“System Administrator”** An Authorized User with specific administrative system configuration privileges.
- 1.36. **“Term”** means the Initial Term and any Renewal Term.
- 1.37. **“Testing Environment”** The Testing Environment is that portion of the System that is used by System Administrators to test the Solution (e.g., new version releases, problem data sets, new configuration parameters, etc.). Actions taken and transactions completed in the Testing Environment must not affect the Production Environment.
- 1.38. **“Third Party Application”** means a third-party service approved by Contractor to which City and any Authorized User facilitates Contractor’s access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.39. **“Third Party Components”** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.40. **“Third Party Data”** means any data owned by a third party or provided by a Third Party Provider that Contractor provides to City via the SaaS Service.
- 1.41. **“Third Party Provider”** means third parties, including other vendors, state agencies and local agencies that control products and/or databases with which Contractor SaaS Services are to be interfaced.
- 1.42. **“Third Party Software”** Third Party Software means computer software or other technology in which any person or entity, other than Contractor, has any right, title, or interest, including any restrictions or obligations (such as obligations to obtain consent or approvals and restrictions that may be eliminated only by obtaining such consent or approvals) applicable to the Solution.
- 1.43. **“Updates”** means any and all new releases, new versions, patches and other updates for the SaaS Services that Contractor makes generally available without additional charge to its other City’s of the SaaS Services.
- 1.44. **“Upgrade”** A newer, better version, change, modification, or enhancement to the Software (including Third Party Software), and related Documentation, which incorporates major new features or increases the core functionality of the Software and may be considered a new

version. Software Upgrades may include Error correction, bug fixes, additions to, or patches to the Software.

1.45. “Vendors” means third parties with whom Contractor contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

1.46. “Website” means any Internet website through which Contractor provides the SaaS Services under this Contract.

- 2. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs anticipated to be incurred in the performance of this Contract. Upon not less than 14 days’ advance notice, Contractor, at its place of business or, at its option, electronically, shall provide to City and their duly authorized representatives access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 3. AVAILABILITY OF FUNDS.** City certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the City’s reasonable administrative discretion, to continue to make payments under this Contract.
- 4. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 5. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate City official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.
- 6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

7. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Contractor consents to jurisdiction of the Circuit Court for Clackamas County, in the State of Oregon for any claim, action, or suit between City and Contractor that arises out of or relates to the performance of this Contract. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
8. **HAZARD COMMUNICATION.** Contractor shall notify City prior to using products containing hazardous chemicals to which City employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon City's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.**

9.1. Indemnification by Contractor

9.1.1. Indemnity for Data Breach. Contractor will indemnify, defend and hold City and its officers, elected officials, directors, employees and agents, harmless from and against any and all losses, damages, liability, costs and expenses arising out of any third party claim to the extent such claim is the result of a Data Breach resulting from Contractor's breach of its obligations in Article III, Section 2.1. For the avoidance of doubt, "third party" includes City officers, elected officials, agents, and employees but solely to the extent that such claim is made in their personal capacity.

9.1.2. IP Indemnity. Contractor will indemnify, defend and hold City and its officers, elected officials, employees and agents, harmless from and against any and all Losses resulting from, arising out of or relating to any third party claims that the deliverables or the System, or use thereof, infringe or violate any Intellectual Property Rights of any third party. If Contractor believes at any time that the Deliverables or the System infringe a third party's Intellectual Property Rights, Contractor may: (i) upon receipt of City's prior written consent, which City will not unreasonably withhold, replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for City the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the System continues to function in material conformance with the specifications set forth in this Contract. Contractor's failure or inability to accomplish any of the foregoing, within a reasonable period of time, will be deemed a material breach of this Contract, and City may pursue any rights and remedies available to it under this Contract, including termination.

9.1.3. Damages to City Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses (collectively, "Damages") for personal injury, including death, damage to real property and damage to tangible personal property of the City or any of its employees proximately caused by the negligent, physical acts or omissions of Contractor, its officers, employees, subcontractors, or agents ("Contractor Personnel") under this Contract while performing Professional Services on premises that are owned or controlled by the City ("City Premises"). For the avoidance of doubt, the foregoing provision will not apply to any Damages resulting from the failure of any Software, SaaS Services or Third Party Materials, even if such failure is the result of negligent acts or omissions of Contractor Personnel while on City Premises (e.g., negligent code development performed on City Premises). "Third Party Materials" means

collectively, Third Party Applications, Third Party Components, Third Party Data and Third Party Software.

9.2. Exclusions

9.2.1. Contractor shall not be liable under Section 9.1 for any claim based on the following:

- 9.2.1.1.** City's modification of the Deliverables or the SaaS Services other than as contemplated by this Contract or a Deliverable's or the specifications; or, as otherwise authorized by Contractor in writing.
- 9.2.1.2.** Use of the Deliverables or the SaaS Services in a manner other than as contemplated in this Contract or a Deliverable or the System specifications; or, as otherwise authorized by Contractor in writing.
- 9.2.1.3.** Use of the Deliverables or the SaaS Services in combination, operation, or use of with other products other than as contemplated by this Contract or a Deliverables or the specifications; or, as otherwise authorized by Contractor in writing.
- 9.2.1.4.** claims brought by: (a) City or any Affiliate or (b) Authorized Users, City officers and employees or elected officials (other than claims by Authorized Users, City officers and employees, and elected officials making such claims in their personal capacity);
- 9.2.1.5.** claims arising from the use of old versions software after receipt of modified or updated versions of software;
- 9.2.1.6.** claims arising from the use of Third Party Applications or Third Party Data; and
- 9.2.1.7.** Losses attributable to the acts or omissions of City and its officers, employees or agents or for which City owes Contractor an indemnification obligation pursuant to Section 9.4.

9.2.2. Contractor shall not be liable under Section 9.1.2 for any claim arising from any data, product specifications, information or materials provided by City hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by City under a Statement of Work.

9.3. Control of Defense and Settlement. Contractor's obligation to indemnify City as set forth in Section 9.1 is conditioned on City providing to Contractor notification within thirty (30) days of any claim or potential claim of which City becomes aware that may be the subject of those Sections. Contractor will have control of the defense and settlement of any claim that is subject to Section 9.1; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the City, nor purport to act as legal representative of the City without the approval of the City, nor will Contractor settle any claim on behalf of the City without the prior approval of the City.

9.4. Indemnification by City. To the extent permitted by Article XI Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 – 30.300), City will defend, indemnify and hold harmless Contractor and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by City hereunder, including, without limitation, the City Data and Third Party Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by City under a Statement of Work that: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual violation of Applicable Law by City, any Authorized User, or any Affiliate, employee, agent or independent contractor of City; or (iii) City's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Contractor

promptly notifying City of the claim, (y) providing City with reasonable cooperation in the defense of the claim and (z) providing City with sole control over the defense and negotiations for a settlement or compromise; provided, however, that City shall not enter into any such settlement without Contractor's prior written consent, which consent will not be unreasonably withheld, and that Contractor shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at City's request; (III) City's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy.

- 10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the City reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of City for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to City employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, City or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

- 11. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by reference is incorporated herein. Insurance policies cannot be excess to a self-insurance program and are to be issued on a policy that covers claims in the State of Oregon.

12. LIMITATION OF LIABILITIES.

- 12.1.** Except for Contractor's liability for obligations pursuant to Section 9.1.2 (Indemnity for IP Infringement), Contractor's aggregate liability for damages to the City for any cause whatsoever will not exceed the aggregate amount of the fees paid and payable to Contractor by City during the six (6) month period preceding the date on which the claim arises. Contractor shall have no liability arising out of or relating to the Third Party Components or the Third Party Data.
- 12.2.** Except for Liability arising out of or related to Section 9.4, and except for any liability arising in tort, City's liability for damages to the Contractor for any cause whatsoever will not exceed the aggregate amount of the fees paid and payable to Contractor by City during the six (6) month period preceding the date on which the claim arises. For the avoidance of doubt, nothing in this section 12 shall limit the City's responsibility to pay for services provided by Contractor hereunder.
- 12.3.** Except for liability to third persons arising out of or related to Section 9.1.2 (Indemnity for IP Infringement) or Section 9.4, neither party will be liable to the other for any lost profits, lost savings, punitive, indirect, exemplary, consequential or incidental damages.

13. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the City at: Canby Police Department, 1175 NW 3rd Ave., Canby, Oregon, 97013, smithb@canbypolice.com or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to City that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14.1. Service Warranty. For Professional Services, Contractor warrants that the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with applicable industry standards. Except as provided for herein, Contractor's liability and City's remedy under this Section 14.1 are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the City to Contractor. The City agrees to provide Contractor reasonable access to its facilities and third party vendor software for purposes of repair or replacement under this services warranty.

14.2. Warranty Against Infringement.

Contractor warrants that to its knowledge, the Deliverables will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Contractor further warrants that to its knowledge, no act or omission of the Contractor will result in a third party holding a claim that interferes with the City's use and enjoyment of the Deliverables.

Contractor warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder. Notwithstanding the forgoing, the forgoing warranty does not extend to: (i) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by the Contractor or contemplated for use with the Software, Services or Products; (ii) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Contract or (iii) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than the Contractor, unless such alterations and modifications were authorized by the Contractor or contemplated for use with the SaaS Services, Software, Services or Products.

14.3. No Other Warranties.

Contractor cannot guarantee that every error in the SaaS Services or problem raised by City will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS CONTRACT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION AND

ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14.4. Responsibility for Correction.

Except with respect to any Third Party Application, Contractor shall make any correction, replacement, or modification necessary to bring the Software, Services, Products and Equipment into compliance with the Statement of Work, the documentation, and applicable law, solely to the extent detailed in the service level provisions contained in Sections 1.3.1 and 1.3.2 of Article IV below. Contractor's responsibilities for any corrections, replacements, modifications or repairs relating to any Third Party Application are outlined in Section 1.3.3 of Article IV below.

14.5. Liens.

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the Work required under this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 7, 9, 12, 13, 14, 15, 16, 18, 21, 22, 23, 24, 28, 30.

16. SEVERABILITY If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the City. In addition to any provisions the City may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. City's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. For the avoidance of doubt, the use of Vendors shall not be subject to this Section.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to City's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not

limited to; direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons:

- 20.1.** This Contract may be terminated at any time by mutual consent of the parties, or by either party upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- 20.2.** City may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the City, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the City is prohibited from paying for such Work from the planned funding source; or (ii) any material license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- 20.3.** This Contract may also be immediately terminated by the City for default (including breach of Contract) if (i) Contractor materially fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor materially fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, (iii) and after receipt of notice from the City, materially fails to correct such failure within thirty (30) business days.
- 20.4.** If sufficient funds are not provided in future approved budgets of the City (or from applicable federal, state, or other sources) to permit the City in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, City may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 20.5.** If Contractor reasonably determines that City's use of the Services either: (i) fails to comply with the Restrictions on Use in Article III, Section 1.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Contractor's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Contractor or its Affiliates to possible liability, then Contractor may immediately upon notice temporarily suspend City's and any Authorized User's right to access any portion or all of the Services, pending remedial action by City, or after a period of 30 days, terminate the Services.

21. EFFECT OF TERMINATION. In the event of any termination or expiration of this Contract:

- 21.1. City will pay all Contractor invoices for Services that were provided up to the termination date. The termination date is the later of (a) the date when Contractor receives a written termination notice from the City or (b) the date on which the City stops using the Services.
- 21.2. All rights and licenses granted hereunder to City (as well as all rights granted to any Authorized Users of City) will immediately cease, including but not limited to all use of the SaaS Services;
- 21.3. Contractor will provide records to City in accordance with its transition assistance services (“**Transition Assistance**”) as set forth in Section 23 below; and
- 21.4. The Parties will, upon written request of the other Party, either return to the requesting Party or destroy any information of requesting Party that are in other Parties possession or control.

22. REMEDIES.

- 22.1. In the event of termination pursuant to Article II Sections 20.2(i) or 20.4, Contractor’s sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the City, less previous amounts paid and any claim(s) which the City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 21.1, Contractor shall pay any excess to City on demand.
- 22.2. In the event of termination for any other reason, each party shall have any remedy available to it in law or equity.
- 22.3. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice of termination or as required for Transition Assistance.

23. TRANSITION ASSISTANCE.

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Contractor will return City’s data in a CSV, PDF or other mutually agreeable format for each record (“**Record**”) and provide them to the City for download. Records can be uploaded to City’s new records management system by the City or its new vendor.

Transition Assistance as outlined in this Section 23 is included in the Fees charged to City for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees, not contested by the City, have not been paid as required in this Contract, Contractor may retain all Records and decline to provide the support outlined in this Section 23 until such uncontested Fees are paid in full.

23.1. Preparation.

- 23.1.1. The City will provide the desired cutoff date of the SaaS Services (the “Cutoff Date”), at which time all existing user accounts will be terminated.
- 23.1.2. Contractor will provide one (1) account for the City to access a web-based storage platform to retrieve City documents and Records (the “Transition Account”). The Transition Account will be available to City for thirty (30) days prior to the Cutoff Date.

23.2. Content.

- 23.2.1. Each Record in the RMS will be submitted to the City in a CSV format or other mutually agreed to format as described above.

23.2.2. All archive files will be accessible via the internet on the Cutoff Date.

23.3. Support.

23.3.1. Contractor will maintain City data in the RMS for up to 1 year following the Cutoff Date.

23.3.2. Contractor will maintain City archives for up to 2 years following the Cutoff Date.

23.3.3. Contractor will resolve any issues deemed to be the result of errors in the RMS platform or export process for a period of six (6) months after the Cutoff Date.

23.3.4. At City's written request, no less than 2 years after the Cutoff Date, and upon the City's receipt of all City Data, Contractor will delete City Data from all Contractor online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.

23.3.5. Within 6 months from the date of deletion of City Data from all Contractor online systems, all City Data will be erased from database backups.

23.3.6. Notwithstanding the foregoing, Contractor reserves the right to retain City Data on audit logs and server system logs and in support tickets, support requests and direct communications with Contractor.

24. NO THIRD PARTY BENEFICIARIES. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

25. [Reserved].

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

27. FORCE MAJEURE. Neither City nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, City's or Contractor's reasonable control. Contractor shall, however, make reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

28. WAIVER. The failure of a Party to enforce any provision of this Contract shall not constitute a waiver by such Party of that or any other provision.

29. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

- 29.1.** Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.
- 29.2.** If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- 29.3.** The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which by reference is incorporated herein . All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 29.4.** The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

30. CONFIDENTIALITY.

- 30.1. Definition of Confidential Information.** For the purposes of this Contract, “**Confidential Information**” means:

30.1.1. With respect to Contractor, the Product and SaaS Services and any and all Source Code relating thereto as well as Documentation and non-public information or material regarding Contractor’s legal or business affairs, financing, customers, properties or data, and;

30.1.2. With respect to the City, any non-public information or material regarding the City’s legal or business affairs, financing, customers, property or data. Notwithstanding any of the forgoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by or involvement of, the party to which the Confidential Information is disclosed (the “Receiving Party”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the Disclosing Party.

- 30.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the effective date: (i) use such Confidential Information only in connection with the Receiving Party’s performance of this Contract; (ii) subject to Section 30.4 below, restrict disclosure of such Confidential Information within the Receiving Party’s organization to only those of the Receiving Party’s employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party’s performance of this Contract; and (iii) except as provided herein, not disclose

such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

30.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information of the Party is believed to have been compromised.

30.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations under this Contract with respect to such Confidential Information.

30.5 Required Disclosures. In the event that either Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or similar process or by any law, rule or regulation of any governmental agency or regulatory authority) (for the purposes of this paragraph, each, a "Request") to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver, and if one Party is nonetheless, legally compelled to disclose Confidential Information, such Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such Party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

30.6 Contractor acknowledges and agrees that Oregon Public Record Law may apply to certain information disclosed hereunder and that City will promptly comply with such disclosures. City acknowledges that certain exemptions to the Oregon Public Record Law may apply to information disclosed hereunder. Accordingly, City will contact Contractor within 3 business days after City receives a public records request for Contractor records. Once the City identifies records it is prepared to release in response to the request, the City will notify the Contractor and provide copies of the documents the City plans to release. The City will provide the Contractor with an opportunity to object to the release of the Contractor information, providing sufficient time to review the documents in light of the volume of responsive documents. If City chooses to release the Contractor's information over the objection of the Contractor, then City will provide written notice to the Contractor. The written notice must be received by the Contractor at least ten calendar days before the date the City intends to release the Contractor's records.

30.7 The Parties agree that a violation of this Section 30 shall be deemed to cause irreparable harm justifying injunctive relief in court, without waiving any additional rights or remedies available at law or in equity or by statute.

31. CRIMINAL BACKGROUND CHECK REQUIREMENTS.

31.1 Contractor personnel requiring physical access to any City facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the Clackamas County Sheriff's Office, which will include a local and notational fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the representative identified by the City). Personnel not meeting Clackamas City Sheriff's Office standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to a background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense.

31.2 Terms Applicable to All Contractor's Contracts and Subcontracts.

Contractor shall include the terms of this Section 31 for Contract Worker background screening in all contacts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

31.3 Materiality of Background Screening Requirements.

The Background Screening requirements of this Section 31 are material to the City's entry into this Contract and any breach by Contractor shall be a material Breach of this Contract.

31.4 Continuing Duty; Audit.

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section 31 shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with all Background Screenings and requirements of Section 31.

31.5 Criminal Justice Information/CLETS Training.

The City shall be responsible for providing CJI or CLETS – related training to Contractor personnel and/or obtaining any certifications for Contractor personnel who may have access to CJI data of the City.

31.6 Contractor shall be required to have criminal background checks (and in certain instances specified by the City, fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the City may perform services under this Contract or be given access to Personal Information, Confidential Information or access to City facilities.

32 KEY PERSONS. Contractor acknowledges and agrees that a significant reason the City is entering into this Contract is because of the special qualifications of certain key persons set forth in the Contract. Under this Contract, the City is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the City provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the City with such Key Person's services unless the Contractor provides prior written notice of such reassignment or transfer.

33 THIRD PARTY PROVIDERS. The City understands that it is responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers, and for paying any

Third Party Provider costs and expenses in connection with the interfaces to be developed by Contractor.

- 34 Acceptance Testing.** Prior to accepting the Solution, the City and Contractor shall perform Acceptance Testing in accordance with the Statement of Work. Acceptance by City shall not relieve Contractor from its responsibility under any warranty. Payment for Products, Services, or the Solution does not constitute Acceptance, nor does it constitute a waiver of any applicable warranty.
- 35 Changes to Services.** Contractor may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Unless otherwise specified in the Scope of Work, Contractor does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of City that Contractor determines are incompatible with the operation of the Services.

ARTICLE III.

1. SOFTWARE LICENSE PROVISIONS

- 1.1. License.** During the Term of this Contract, Contractor hereby grants a non-exclusive, non-transferable, non-sublicensable license to City and its Authorized Users to access and use the SaaS Services through the Website for City's business purposes and in accordance with the terms and conditions of this Contract. Contractor will be responsible for hosting the Website, and City and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website. City will be responsible to Contractor for compliance with the restrictions on use and other terms and conditions of this Contract by any of its Authorized Users.
- 1.2. Professional Services.** Contractor offers Professional Services in connection with the SaaS Services as further described in the Statement of Work. To the Extent any Professional Services involve the development of any Customization to the SaaS Services, all Intellectual Property Rights to such Customization to the SaaS Services, all Intellectual Property Rights to such Customization will be solely owned by Contractor and will be deemed to be included in the definition of SaaS Services and licensed to City on the terms set forth herein.
- 1.3. Copies of Documentation.** Contractor will provide City via the Website or other means with access to the Documentation, as may be updated from time to time. The City may reproduce the Documentation, and any web-based or computer-based training materials, if applicable, provided that each copy thereby produced shall be marked with Contractor's proprietary markings as delivered to the City. City may use the Documentation solely in connection with the use of the SaaS Services.
- 1.4. Title.** As between Contractor and City, Contractor retains title to and ownership of the SaaS Services, Software, Source Code, Services, Products, and Documentation, including all Intellectual Property Rights relating thereto (collectively, "Contractor Intellectual Property"). Contractor's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other Intellectual Property relating thereto. City will have no rights with respect to the SaaS Services, Software, Source Code, Services, Products, and Documentation, the Third-Party Data or the Third-Party Components other than those expressly granted under this Contract. Any suggestions for changes or improvements to Services that City provides to Contractor, whether solicited by Contractor or not, shall be

owned by Contractor and Contractor hereby irrevocably assigns, and shall assign, to Contractor all right, title, and interest in and to such suggestions. Contractor shall have no obligation to incorporate such suggestion into its products or Services.

1.5. Restrictions on Use. City and its Authorized Users will not (and will not permit any third party to), (i) share City's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the Source Code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services, Software, Services or Products or of any files contained in or generated by the SaaS Services; (iii) copy, modify adapt or translate the SaaS Services, Software, Services or Products, or otherwise make any use, resell, distribution or sublicense the Software, Services, Third-Party Data, or Products other than in connection with this Contract; (iv) make the SaaS Services, Software, Services, or Products available on a "service bureau" basis or allow any third party to use the Software, Services or Products; (v) disclose the SaaS Services, Software, Services or Products or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services, Software, Services, Third-Party Data, or Products; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance City's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. City and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Contractor, except with Contractor's prior written consent.

1.6. Third Party Applications. If City installs or enables a Third Party Application for use with the SaaS Services, Software, Services or Products, City grants Contractor permission to access City Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services, Software, Services or Products. In no event will Contractor be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the Software, Services or Products. If Contractor receives information that a Third Party Application may violate any applicable laws or third-party rights, City will, promptly upon receiving notice of the foregoing from Contractor, disable any connection between such Third Party Application and the Software, Services or Products to resolve the potential violation (and if City fails to promptly disable such connection, Contractor shall have the right to do so). In addition, in the event that City fails to properly obtain the grant of rights to Contractor to access and use Third-Party Data as required for the interoperation of that Third-Party Application, City shall defend, indemnify, and hold harmless Contractor from any and all claims based on Contractor's use of such Third-Party Application. City, and not Contractor, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

1.7. Third Party Components.

1.7.1. **Usage of Third-Party Components.** If any of the licensors of the Third-Party Components require Contractor to flow down any terms and conditions to City (“Additional Terms”), City’s use of such Third-Party Components, as incorporated into the SaaS Services, shall be subject to such Additional Terms, which Contractor shall provide to City in writing. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Contract, such Additional Terms shall govern with respect to the City’s use of the applicable Third-Party Component.

1.7.2. **DISCLAIMER REGARDING THIRD-PARTY COMPONENTS.** CONTRACTOR NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS; OR MANUFACTURERS’ AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

1.8. Third-Party Data. City shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the City and the provider of such Third-Party Data. CONTRACTOR, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS OR MANUFACTURES’ AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

1.9. City Data. As between Contractor and City, City owns and shall retain all rights, title, and interest, including, without limitation, all Intellectual Property Rights, in and to City Data. City shall have the sole responsibility for the accuracy, quality, and legality of the City Data, including obtaining all rights and consents necessary to share the City Data with Contractor as set forth in this Contract. Contractor shall not access City user accounts or City data, except; (i) in the course of data center operations, (ii) in response to services or technical issues, (iii) as required by the express terms of this Contract, (iv) at City written request. Contractor shall not collect, access, or use user-specific City information except as strictly necessary to provide the Services to the City. Notwithstanding anything to the contrary contained herein, City hereby grants to Contractor an irrevocable, worldwide, royalty free, non-exclusive license to use the City Data to: provide the SaaS Services to City and other Contractor subscribers; analyze the City Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services; and for Contractor’s internal purposes to improve the Applications, Software, and related services.

1.10. Export of City Data. The City will have ability to directly query a near-live copy of their database in order to extract City Data stored in the Applications. Furthermore, the City will have the ability to export common datasets directly from the Contractor user interface.

2. SECURITY

2.1. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor, who shall use reasonable commercial efforts to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City information by complying with the following conditions:

2.1.1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures designed to safeguard against unauthorized access,

disclosure or theft of CJI and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own CJI and non-public data of similar kind.

2.1.2. All City Data obtained by the Contractor in the performance of the Contract shall become and remain the property of the City.

2.1.3. All City Data (including CJI) stored in the Applications shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the Statement of Work, or otherwise made a part of the Contract.

2.1.4. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to Contractor.

2.1.5. Except as otherwise provided herein, Contractor shall not use any information collected in connection with the services issued from this Contract for any purpose other than fulfilling the services; provided, however, City understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. City agrees that Contractor may use such information to (i) provide more effective Services, or (ii) to develop and test its Services.

2.2. Data Location.

Contractor shall store City Data in data centers in the U.S. Contractor shall permit its personnel and contractors to access City Data remotely from the U.S. as required to perform services or provide technical support.

2.3. Security Incident or Data Breach Notification.

2.3.1. City agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. City agrees it shall notify Contractor promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. City shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. City agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.3.2. **Incident Response.** Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, contained in the contract or as otherwise determined by the Contractor. Discussing security incidents with the City should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually

agreed upon, defined by law or contained in the Contract or as otherwise determined by the Contractor.

- 2.3.3. **Security Incident Reporting Requirements.** Each Party shall report a security incident to the other Party's identified contact immediately, as soon as possible, or promptly without out reasonable delay, or as defined in the Contract.

2.3.4. **Breach Reporting Requirements.**

- 2.3.4.1. Each Party shall promptly notify the other Party of any such security breach that materially compromises the City systems and/or data. Both Parties agree to cooperate in any investigation of such a security breach.

- 2.3.4.2. Contractor shall promptly notify City of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Contract. Contractor shall provide such notice following discovery and without unreasonable delay.

2.4. Criminal Justice Information Data Breach Responsibilities.

This section only applies when a Data Breach occurs with respect to CJI data within the possession or control of the Contractor.

- 2.4.1. Contractor, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Data Breach with respect to CJI data.
- 2.4.2. Contractor, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. Contractor shall (i) cooperate with the City as reasonably requested by the City to investigate and resolve the Data Breach, (ii) promptly implement necessary remedial measures, if necessary, and (iii) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 2.4.3. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt CJI data, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for Data Breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

2.5. Security Precautions.

- 2.5.1. CJI, whether in electronic format or hard copy, must be secured and protected in a manner that complies with the most recent version of the FBI's Criminal Justice Information Systems (CJIS) Security Policy.

- 2.5.2. When CJI, regardless of format, is subject to permanent deletion under Article II, Section 22, the information must be redacted or destroyed through appropriate and secure methods that are designed to ensure the information cannot be viewed, accessed, or reconstructed.
- 2.5.3. As requested by the City, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and Contractor. For example: virus checking and port sniffing.
- 2.5.4. Contractor agrees that it will use commercially reasonable efforts to ensure that the requirements of this Section 2.5 shall be incorporated into all subcontractor contract/agreements entered into by the Contractor. It is further agreed that a violation of this Section 2.5 shall be deemed to cause irreparable harm justifying injunctive relief in court.

2.6. Access to Security Logs and Reports.

Contractor shall provide security reports upon City's reasonable written request. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Contract.

2.7. Encryption of Data at Rest.

Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves in writing for the storage of CJI on a Contractor portable device in order to accomplish work as defined in the Statement of Work.

ARTICLE IV.

1. SERVICE LEVEL AGREEMENT

The following provisions shall apply to all maintenance and repairs to the System, including any software, equipment, and Product(s). Should any ambiguities or conflicts arise between this section and the balance of the Contract, this section shall prevail over all other in matters of maintenance and repair.

1.1. Maintenance Requests.

1.1.1. Coverage Hours. Email support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

1.1.2. Telephone Helpline/Staffing. Between 7:00 AM and 7:00 PM PT, Contractor shall maintain a telephone hotline at no cost to the City. Contractor shall staff the hotline with competent technical consultants who shall be trained in and thoroughly familiar with the Solution and with the City's applicable configuration. Telephone support and all communication shall be delivered in English from within the United States.

1.1.3. Response. Contractor's support specialists shall respond to a Maintenance Request from the City within the times specified in this Contract. Such response times shall be measured from the time the City contact requests support in writing or by phone.

1.2. Training. Contractor shall offer, in its sole discretion, written instructions or telephone training in connection with Upgrades or major repairs that change the functional operation of the Solution/system or any custom software or component whether repair or alteration is a permanent or interim modification. Training may be offered to a subset of Authorized Users who can then go on to train additional Authorized Users.

1.3. Service Levels for RMS.

1.3.1. RMS Availability.

During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS (“RMS Scheduled Downtime”); provided, however, that Contractor is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Contractor shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 1.3.3 below (“Service Levels for Integrated Third Party Software”). Contractor shall provide City with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the RMS shall be available.

1.3.2. RMS Service Credits.

In the event that Contractor fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Contractor will credit the City’s account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

“**RMS Unavailability**” is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for City’s use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Contractor, by a vendor, or by City); (b) acts or omissions of City or any City user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or City internal network problems; (d) defects or bugs in the Applications or Software caused by City, any Authorized User, or any Affiliate, employee, agent or independent contractor of City; or (e) any other cause(s) beyond Contractor’s reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. City will be responsible for immediately notifying Contractor of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if City has paid Contractor \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Contractor will owe City a 10% credit on that month’s portion of the Fee, or: $\$1,000/12 = \83.33 per month, and 10% of $\$83.33 = \8.33 . In this example, Contractor would owe City \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, City must notify Contractor in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Contractor prior to any credits being granted. Contractor will acknowledge credit requests within fifteen (15) business days of receipt and will inform City whether such claim request is approved or denied. The issuance of RMS Service Credit by Contractor hereunder is the City’s sole and exclusive remedy for any failure by Contractor to satisfy the service levels set forth in this Section 1.3.2.

1.3.3. Service Levels for Integrated Third Party Software. Notwithstanding anything else to the contrary contained herein, Contractor shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 1.3.3. Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

1.3.3.1. Availability of Third Party Applications. The Statement of Work will outline specific Third Party Application integrations (the **“Integrated Third Party Software”**) to be performed by Contractor during the Professional Services Period, and the City’s and Contractor’s respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Contractor or by the third party provider, the **“Integration Scheduled Downtime”**); provided, however, that Contractor shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Contractor does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Contractor agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Contractor shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Contractor shall provide City with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (**“Integration Unscheduled Downtime”**), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Contractor’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

1.3.3.2. Responsibilities for Planned Updates. City shall provide Contractor with prompt notice, and in no case fewer than forty-five (45) days’ advance notice, of any update by the Third Party provider of Integrated Third Party Software. Contractor shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

1.3.3.3. Responsibilities for Planned Upgrades. The City shall provide Contractor with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. The Contractor shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Contractor would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

1.3.4. Access to City Facilities.

Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and controls necessary to protect public property.

- 2. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Mark43, Inc.

City of Canby

Authorized Signature

Date

Richard Robinson

Date

Name / Title (Printed)

Approved as to Form:

Oregon Business Registry #

City Attorney

Date

Entity Type / State of Formation

EXHIBIT A
STATEMENT OF WORK

Attached.

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by City of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. ☒ Required by City ☐ Not required by City

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

Technology Errors & Omissions. The Contractor agrees to furnish the City evidence of Technology Errors & Omissions insurance coverage including Professional Liability, Risk, Data Breach and Privacy/Cyber in the amount of \$1,000,000 in the aggregate.

At Contractor's election, (i) the policies must provide extending reporting period coverage for claims made within two years after the contract is completed or (ii) Contractor will renew professional liability insurance and technology errors & omissions for two years after contract is completed or (iii) Contractor will purchase a two-year extended reporting period in the event the insurance is not renewed.

3. ☒ Required by City ☐ Not required by City

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. ☒ Required by City ☐ Not required by City

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the City, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to City acceptance. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 6. Notice of cancellation or change.** There shall be no cancellation or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City at the following address: Canby Police Department, 1175 NW 3rd Ave, Canby, Oregon, 97013, smithb@canbypolice.com.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the City to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an "independently established business."

To qualify under the law, an "independently established business" must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the City; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D TECHNICAL REQUIREMENTS

Workstation Requirements

	RMS Dispatch Workstation
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4 GB
Network Card Speed	2 Mbps
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	Dual 24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON

	RMS Non-Dispatch Workstation
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON

	RMS Non-Dispatch Mobile Laptop
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.

Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	13"
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.

Browser Requirements

Mark43 RMS is web-based, and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor. Mark43 requires Subscriber to upgrade to a supported browser version at least 3 months before the browser vendor stops technical support and security updates. Mark43 recommends using Google Chrome as it updates to the latest version automatically and is proven high performance.

Interface Server Requirements

If 3rd party integrations are required, an interface server may be installed on site. The requirements of this server are:

	Requirements
Sever Purpose	Servers only required for interfacing with 3rd party applications. Mark43 systems are cloud based and require no server hardware on premise.
Operating System	RHEL 7, CentOS 7
Processor speed & quantity	3.1 Ghz
Cores per processor	2
Memory	8GB
Network Card Speed	2 Mbps
Network Card Quantity	1 NIC (2 NICs at 1 GBPS or greater preferred)
Screen Resolution	1024x768
Hard Disk Space Required	250GB
Hard Disk Space Drive Configuration	500GB

Networking/Firewall:

Inbound	Outbound	VPN	User Accounts
SSH over client VPN	All	Mark43 needs ability to SSH to the interface server over our client VPN	Admin user accounts for personnel with client VPN access.

Internet Connectivity Requirements

Mark43's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Mark43 requires a 1 GB internet connection along with a backup internet service provider line for redundancy purposes. In the field, Mark43 recommends a 4G LTE connection for best performance.

Mark43 Evidence

Operating Systems Supported	Android 5+	
Android Phone	Galaxy S7 (Suggested)	
Zebra Printer (Required: 1)	Desktop: GK420t, GX420t, GX430t (Suggested) ZD500	Industrial: 110Xi4, 140Xi4, 170Xi4, 220Xi4, ZT220, ZT230, ZT410 ZT420
Additional Information	Printer must support: - Prints 4" x 2" labels horizontally - Thermal transfer - Zebra Programming Language (ZPL) - Web connectivity (Ethernet or USB)	

EXHIBIT E
INSIGHT PUBLIC SECTOR PRICE QUOTE

Attached.



City of Canby Bi-Monthly Report
Department: Administration
For Months of: September & October 2017

To: The Honorable Mayor Hodson & City Council
From: Kim Scheafer, MMC, City Recorder
Prepared by: Erin Burckhard, Office Specialist II
Through: Rick Robinson, City Administrator
Date: November 6, 2017

1. Business Licenses:

Forty new business licenses were issued during the months of September and October 2017. This compares to 43 new licenses issued during September and October 2016. Fifty-three business licenses were inactivated during the months of September and October 2017. This compares to 42 inactivated during the same period in 2016. Two hundred twenty-seven business license renewals were sent out, compared to 214 in 2016. The total number businesses licensed with the City of Canby is 1,437 (1,451 this time in 2016) of which 676 have Canby addresses (684 this time last year).

2. Cemetery:

- Total property purchases recorded: September – 8, October – 1
- Total interments recorded: September – 5, October – 0

3. Public Records Requests:

- Five Public Records Requests were processed during September and October.

4. Training/Meetings:

- Kim Scheafer attended the OAMR Annual Conference
- Kim Scheafer an Oregon Employer Council's Class

5. Special Animal Permits:

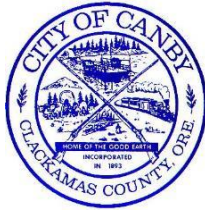
- No special animal permits were issued in September and October.

6. Sidewalk/Park Vending Permit:

- No Sidewalk/Park Vending Permits were issued in September and October.

7. Liquor Licenses Processed:

- No License Applications were processed.



City of Canby Bi-Monthly Report
Department: Court
September/October 2017

To: The Honorable Mayor Hodson and City Council
From: Melody Thompson, Administrative Court Supervisor
Through: Rick Robinson, City Administrator
Date: November 6, 2017

Canby Municipal Court has jurisdiction over all city and state law offenses committed within city limits other than felonies. These include: violations, traffic crimes, misdemeanors and City code violations. *Note: Statistic category terms outlined on page 2*

Monthly Statistics	September	October
Misdemeanors		
Cases Filed	28	33
Cases Sentenced	4	3
Warrants Issued	18	24
Traffic & Other Violations		
Offenses Filed	463	250
Cases/Citations Filed	413	205
Cases/Citations Sentenced	104	112
Parking Citations Filed	6	12
Parking Citations Sentenced	0	0
Case Detail		
Diversion	61	57
Dismissal	72	82
Sentenced	108	115
Traffic and Criminal Trials		
Bench (Judge)	3	8
Jury	0	0
Citations Handled by Violations Bureau	141	137
Defendant Accounts referred to Collections	52	99
Fines & Surcharges Collected	\$54,845.65	\$52,958.94

Explanation of terms:

1. Difference between Offenses Filed vs. Cases Filed
 - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest.
 - Offenses filed reflects this number. Cases filed (also called docket numbers) refers to a single defendant's matter before the court.
2. The Violations Bureau applies to traffic violations only.

Under the Judge's authority, court clerks can accept pleas, offer a deferred sentence program (if qualified) and set a payment plan. Fix it ticket activity will be included in this statistic. Where a crime is charged, a court appearance before the judge is mandatory.

If a defendant qualifies, the clerks can offer an option to participate in an informative driving education course for a fee to the court. If there are no convictions during the following two months, the case will be dismissed.

Current programs and to qualify:

- Good Drivers Program (no prior traffic convictions in the last five years and no further convictions for 60 days)
- 1st Offender – Traffic violation (if under the age of 18)
- 1st Offender - Minor in Possession of Alcohol/Marijuana citation



M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *Renate Mengelberg, Economic Development Director*
THROUGH: *Rick Robinson, City Administrator*

RE: *CITY COUNCIL BI-MONTHLY REPORT for September and October 2017*

Economic Development Updates:

The following projects are funded through Urban Renewal.

Business Recruitment:

- **Project Arkade:** Staff submitted a proposal for a company looking for 20 - 25 acres to locate a plastics recycling facility. They envision a \$45 to \$50 million investment and would hire about 50 production workers. The community has all the infrastructure capacity to support the project and the use is consistent with our zoning code.
- **Design 2 Parts Show:** Staff led a three person business recruitment team to this regional contract manufacturing trade show at the Portland Expo Center. Exhibitors include design prototype to production to finishing firms. About 30 exhibitors were from Oregon. Canby's own Anderson Quality Springs was an exhibitor. We let Oregon companies know we appreciated them and their investment in Oregon, asked if there were any issues or resources they needed to be more successful, and learned more about their businesses. Generally business is going well for them but many are having challenges finding skilled workers. Several were looking to expand.

Existing Leads: An update on Project Blue Ice is expected in mid-November.

Canby Manufacturing Day: For the fifth year, the city and Canby High School partnered with local manufacturers to celebrate National Manufacturing day. This year tours were held on October 6th. About 65 Canby High School students visited local firms to learn about future career options, tour facilities connect what they are studying to future careers. Participating employers include JV Northwest, Milwaukie Electronics, Product Manufacturing, Package Containers, Potters Industries, and Cascade Engineering Technologies Inc. The City Council approved a proclamation on October 4th supporting manufacturing in Canby.

Hotel Study: Now that the economy is stronger and the City is growing, the time is ripe to reassess demand for an additional hotel. Community leaders have expressed interest in more lodging options for a number of years. Staff has launched a search for contractors to conduct a professional, objective hotel feasibility study and, if viable, conduct outreach efforts. Proposals are due November 17th. The study should be completed by the end of January.

Hanlon Mixed Use Development: This 58,000 square foot, 4 story mixed use development remains on schedule and on budget. The foundation is in and first floor framing is being installed. Staff continues to assist in business recruitment efforts for retail space in the Dahlia and former Police Department Building. Including a small scale brewery or brew pub.

Sale/Lease of the former Library Building: The three month window for proposals closed on September 22nd. Three businesses / developers submitted a range of ideas. The Council chose the T5 Equities proposal to renovate the space for small retail and restaurant spaces on the north and west sides of the building. The interior will be retrofitted as creative office spaces, with conference rooms, shared amenities and a separate entrance on 3rd Avenue. The developer used components of the 3 D designs for creative office and public market uses. The council felt this proposal best fits their goals of creating jobs, generating activity downtown during weekdays, evenings and weekends and getting the property back in use and on the tax rolls. A lease/sale contract will likely come before City Council on December 6th.

Otto Road Design Grant Request: Staff worked with the Planning Department to develop a \$40,000 matching grant application to evaluate options for another access to the 350 acre Pioneer Industrial Park. The proposed feasibility study will analyze two preliminary roadway designs. Our preliminary easement acquisition and construction estimates range from \$2.2 million to \$7.03 million.

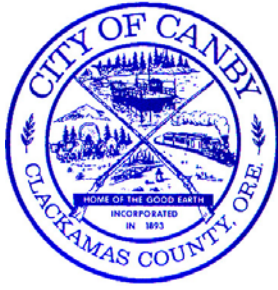
The Park was established in 1999 and is about 1/3 developed with 16 industrial companies that have created about 1,000 jobs and provide annual payrolls in excess of \$40 million. It is the economic engine of Canby, providing the bulk of its traded sector employers that provide family wage jobs and significant investment. The Chamber, Clackamas County and local industrial brokers provided letters of support.

Vertical Housing Program Transition: The Oregon Housing Division is no longer administering this program that provides property tax incentives for mixed use development projects like “The Dahlia”. The state is shifting this responsibility to cities. Staff continues to customize the program details to Canby including forms and processes. A webpage addition is planned for November. No new projects that would be eligible for this program are on the immediate horizon.

RARE Participant Projects: Grant Schillinger joined our department on September 11th. He has worked on projects ranging from GIS based downtown mapping, tourism research, creating videos of Canby attractions, and hotel tax comparisons and best practices.

Canby Economic Update presentations: Staff presented an update on new construction and business activity to the Canby Rotary Club on September 29th. They will give a similar presentation to the Canby Kiwanis and the French Prairie Forum in November.

Professional Development: The economic development director attended the International Economic Development Council, Oregon Main Street, League of Oregon Cities and Oregon Economic Development Association Fall conferences. These conferences are helpful to stay abreast of current issues and trends, learn about best practices and resources and make connections instrumental to moving projects forward. Three of the four conferences were held in the Portland area.



Bi-Monthly Finance Department Report

To: Mayor Brian Hodson & City Council Members
From: Julie Blums, Finance Director
Through: Rick Robinson, City Administrator
Covering: September & October 2017
Compiled by: Suzan Duffy

In addition to providing services and responding to inquiries from both internal and external customers, and performing the tasks listed statistically on the last page, the Finance Department reports the following items of interest this period.

- Staff completed all year end accruals and adjusting entries for FY16-17 allowing for drafting of the financial statements. Schedules of fixed assets, debt service, statistics and other supplemental information were also finalized and included in the final draft of the **Comprehensive Annual Financial Report** (CAFR) which has been sent to the auditors.
- The **Schedule of Expenditures of Federal Awards** (SEFA) was completed. The amount received this year is below the threshold requiring a single audit.
- The **Final Audit** for FY16-17 began on October 30th and the CAFR should be published before Thanksgiving.
- Staff met with **PERS** representatives to review reporting requirements and perform a general overview of how things are working with reporting to PERS. There is a list of clean up items that is over 10 years old that will be worked on as time allows.
- Staff prepared and compiled information for the annual **workers compensation** audit. Needed adjustments were identified and corrected.
- Staff is gearing up for **health insurance** changes that will require payroll updates for all employees.
- **Utility Billing** processes were reviewed and changes were made to streamline work and create efficiencies.
- A new phone number was established for utility customers to call if they want to make a payment over the phone. The new number goes directly to **Xpress Bill Pay** who processes the payments for the city.

Bi-Monthly Finance Department Report (continued)

- Staff is preparing for the addition of the **Park Maintenance Fee** to utility bills. Initial notification to customers was included on the September billing, and an insert going out with the October bill includes the fee information as well.
- Procedures for collection of **non-filed transit tax** were formalized and tested this period. Review of inactive accounts is underway to determine if any are uncollectible under the write-off policy.
- Oregon State Treasury has transitioned access to the **Local Government Investment Pool** (LGIP). The majority of city funds are held in this pool. We are now able to access the account online and make transfers to our checking account electronically rather than over the phone. We are also in the process of setting up the authorization to make bond payments through the site as well.
- The **annual survey** of streets revenue and expenses was submitted to ODOT.
- We continue to identify areas where more formalized **policies and procedures** will be worked up in the coming months.
- Finance staff participated in the following meetings, trainings and events this period:
 - Caselle user group meeting
 - Flu shot clinic
 - LGIP Webinar
 - OGFOA Fall Conference
 - Earthquake Drill

Statistics this period:

- **Accounts Payable**

Invoices:	563
Invoice entries:	881
Encumbrances:	14
Manual checks:	8
Total checks:	345
- **Payroll**

Timesheets processed:	546
Total checks and vouchers:	631
New hires/separations:	1/4
- **Transit Tax Collection**

Forms sent:	710
Penalty & Int. notices sent:	1
Pre-collection notices sent:	122
Accounts sent to collections:	57
Accounts opened/closed:	22/52
Returns posted:	637

Bi-Monthly Finance Department Report (continued)

- **Utility Billing**

Bills sent:	9,599
Counter payments:	238
Accounts opened and closed:	164
Lien payoffs:	5
Lien payoff inquiries:	61
Collection notices sent:	5
Accounts sent to collections:	0

- **General Ledger**

Total Journal entries:	169
------------------------	-----

- **Cash Receipts Processed**

Finance:	977
Utility:	492

CANBY PUBLIC LIBRARY

BI-MONTHLY STAFF REPORT

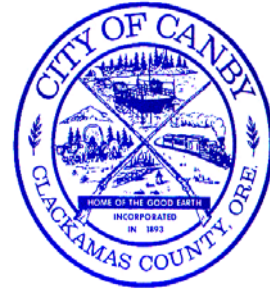
September - October 2017

TO: Honorable Mayor Hodson and City Council

FROM: Irene Green, Library Director

THROUGH: Rick Robinson, City Administrator

DATE: 11/3/17



Information Statistics

	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Reference	695	653	553	516	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2,417
Operational	406	604	345	331	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	1686
Computer Help	176	221	158	178	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	733
Reader's Advisory	27	26	23	8	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	84
Computer Guest Passes	78	86	68	93	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	325
Job/resume Help	5	14	1	4	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	24
E-Book Help	15	16	15	18	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	64
Help In Spanish	39	43	36	54	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	172
Email Questions	9	15	12	15	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	51

Reference: Informational questions, placing holds

Operational: Addressing directional/operational questions (what time do you close, where's the...)

Readers Advisory: Recommending books, movies, music

E-Book Help: Instruction on downloading E-books

Computer: Instruction/assistance

(Canby Service Population = 23,692)

*LINCC Deleted expired library accounts in September 2017

	July	Aug	Sept	Oct	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
Total Registered Borrowers*	12,047	12,190	12,314	*10,572	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	10,572
New Library Cards	120	146	127	123	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	516
Number of Materials Owned	62,581	60,791	59,687	59,691	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	59,691
Circulation	25,134	24,575	22,687	23,937	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	96,333
People Counter	11,703	11,703	10,366	11,707	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	45,479
Materials Added	284	739	964	858	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2,845
Holds Placed	5,720	5,676	5,681	5,905	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	22,982
Self-Check	40.8%	64.8%	63.4%	65.2%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	58.55%
Public Internet Sessions	1,595	1,717	1,305	1,493	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	6,110
Facebook Likes	764	777	782	787	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	787
Volunteer Hours	250.75	238.75	209.25	227.25	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	926

Lilac and Iris Room use	74	71	57	51	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	253
-------------------------	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Programming:

	ATTENDANCE			NUMBER OF PROGRAMS			
	Adults	Teen	Children	Adult	Teen	Children's	Family
July	384	85	487	14	4	13	12
August	495	55	512	17	2	11	30
September	365	15	238	22	1	15	12
October	1052	34	903	24	1	18	11

Library Operations:

- Angelica Novoa de Cordeiro will attend the Guadalajara International Bok Fair in November. This book fair is where we purchase the majority of items for our Spanish collection.
- We've had several instances in which we had to call the Canby police and would like to thank them for their quick response. The calls were mainly due to issues with a few homeless people sleeping or leaving trash in and around the library.

Staffing:

- We welcomed two new pages; Kathi Kelso and John Zhou. Their responsibilities will be checking in the crates and items from the book drop. This will free-up librarians and enable them to focus more on their collections and programs.

Programs:

- We had over 1,100 trick-or-treaters on Halloween come through the doors between 3:00 and 7:00.
- Children's Discovery Room will be open on Monday's and Wednesdays between 4:00 – 6:00 p.m.
- In September and October we held a series of three talks and free book giveaways on climate change. We had a fantastic response and participants are planning to continue to meet on their own. This program was made possible through the Place Grant (Public Libraries advancing Community Engagement).
- The library will hold a holiday open house on Wednesday, December 6th from 5:30-7:30 p.m.
- We now have a Russian story-time every Thursday morning at 11:00 a.m.

RFID:

- Libraries are really starting to see the impact time savings from the RFID project. There is a 30% decrease in the amount of totes needed to move around the system.
- LINCC sorted 4,918 items in 1:41, a pace of **2921** items per hour. This is a huge time saver for the LINCC libraries who no longer need to sort materials.

Library District Advisory Committee (LDAC):

- LDAC is encouraging every library to review the OLA standards with their library boards.
- The LDAC subcommittee on investigating allocated costs has put together a form all libraries must complete on the use of library district funds. The county may be asking for the finance director and the city administrator to also sign off on the form.

Facilities:

- No facilities issues to report.

Partnerships:

- The library is working with the Historical Review Board on programs for the Women's Heritage Trail.
- The library is holding a regular homeschoolers meetup every first and third Tuesday of the month.

Friends of the Library:

- The Friends of the library made \$922.50 in the Book Garden for September. In October they made \$1,007.35.
- Friends are planning their annual Christmas Tour of Homes which will be held on Saturday, December 9th from 11:00 – 3:00 p.m. Tickets will be \$15.00.
- The Friends had their fall book sale on September 30th and brought in over \$700.00.

CPL Foundation:

- The Canby Public Library Foundation is looking into various ways to partner and finance ideas for the maker space. Possibilities are a film lab or possibly a robotics area.
- The Foundation held their second annual Independent Film Fest on October 4th at the Canby Cinema. About a dozen short films were shown.

Volunteers:

- Volunteer of the month of September was Ruth Irons. Ruth was recognized for her excellent work on repairs, her cheerful attitude, and her long service to the library.
- Volunteer of the month for October was Malachi Cambra. Chi, who communicates with a tablet, has been a reliable and friendly presence for the past several months. After the end of the last school year, he took the extra steps to have his dad approved as a volunteer, so he could continue to come in and help without a teacher's supervision. Chi and his dad can be spotted every week, shelving the board books and adult paperbacks.

Library Artwork:

- The artwork currently displayed in the library is by Micheline "Mickey" Ronningen.

Sep-17		ATTENDANCE			TYPE OF PROGRAM			
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
CHILDREN								
Storytimes								
Songs and Sillies Storytime (ages 2-6)	9/11/2017	15	0	20	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	9/18/2017	15	0	18	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	9/25/2017	6	0	9	0	0	1	0
Book Babies Storytime (ages 0-2)	9/6/2017	8	0	7	0	0	1	0
Book Babies Storytime (ages 0-2)	9/13/2017	12	0	13	0	0	1	0
Book Babies Storytime (ages 0-2)	9/20/2017	10	0	9	0	0	1	0
book Babies Storytime (ages 0-2)	9/27/2017	11	0	14	0	0	1	0
Friday Storytime	9/8/2017	7	0	11	0	0	1	0
Friday Storytime	9/15/2017	6	0	8	0	0	1	0
Friday Storytime	9/22/2017	10	0	14	0	0	1	0
Friday Storytime	9/29/2017	4	0	7	0	0	1	0
Russian Storytime	9/7/2017	2	0	3	0	0	1	0
Russian Storytime	9/14/2017	2	0	3	0	0	1	0
Russian Storytime	9/21/2017	1	0	1	0	0	1	0
Russian Storytime	9/28/2017	2	0	3	0	0	1	0
TOTAL		111	0	140	0	0	15	0
Teens								
Nintendo Night	9/20/2017	0	11	0	0	1	0	0
TOTAL		0	11	0	0	1	0	0
FAMILY								
Spanish Storytime (for the whole family)	9/2/2017	1	0	3	0	0	0	1
Spanish Storytime (for the whole family)	9/9/2017	2	0	7	0	0	0	1
Spanish Storytime (for the whole family)	9/16/2017	1	0	4	0	0	0	1
Spanish Storytime (for the whole family)	9/23/2017	2	0	5	0	0	0	1
Spanish Storytime (for the whole family)	9/30/2017	0	0	8	0	0	0	1
Family Evening (Oregon Bird Man)	9/28/2017	20	0	25	0	0	0	1
Movie Nights								
(Rock Dog) English	9/14/2017	3	0	5	0	0	0	1
(Robinson Crusoe) Spanish	9/21/2017	3	0	6	0	0	0	1
Music in the Stacks (Adult)								
Greta Pedersen & Mark Hanson Duo	9/16/2017	21	0	0	0	0	0	1
Legos at the Library	9/6/2017	9	0	12	0	0	0	1
HomeSchool								
Homeschooler Group	9/5/2017	0	0	0	0	0	0	1
Homeschooler Group	9/18/2017	2	0	5	0	0	0	1
TOTAL		64	0	80	0	0	0	12
ADULT								
General Programs								
Mental Health Awareness	9/5/2017	6	0	0	1	0	0	0
Pioneer Roses	9/12/2017	13	0	0	1	0	0	0
Craft: Book making	9/19/2017	10	0	0	1	0	0	0
Author Talk: Breaking Chains	9/26/2017	11	0	0	1	0	0	0
Nuestros Abuelos	9/5/2017	1	0	0	1	0	0	0
Nuestros Abuelos	9/12/2017	1	0	0	1	0	0	0
Nuestros Abuelos	9/19/2017	0	0	0	1	0	0	0
Nuestros Abuelos	9/26/2017	2	0	0	1	0	0	0
Intercambio	9/25/2017	5	2	0	1	0	0	0
Intercambio	9/30/2017	8	2	0	1	0	0	0
Book Clubs								
History Book Group	9/27/2017	8	0	0	1	0	0	0
Book Group -	9/21/2017	7	0	0	1	0	0	0
Instruction Classes								
One-On-One-E-Reader Help	varies	3	0	0	1	0	0	0
Knitting and Crocheting	9/7/2017	7	0	0	1	0	0	0
Knitting and Crocheting	9/14/2017	4	0	0	1	0	0	0
Knitting and Crocheting	9/21/2017	6	0	0	1	0	0	0
Knitting and Crocheting	9/28/2017	8	0	0	1	0	0	0
Citizenship class	9/7/2017	15	0	0	1	0	0	0
Citizenship class	9/14/2017	16	0	0	1	0	0	0
Citizenship class	9/21/2017	17	0	0	1	0	0	0
Citizenship class	9/28/2017	17	0	0	1	0	0	0
TOTAL		165	4	0	21	0	0	0
Library Tours								
TOTAL		0	0	0	0	0	0	0
Outreach								
At the Inglish Classes	9/27/2017	25	0	18	1	0	0	0
TOTAL		25	0	18	1	0	0	0
ALL PROGAMS TOTAL		365	15	238	22	1	15	12

Oct-17		ATTENDANCE			TYPE OF PROGRAM			
	Date	Adults	Teen	Children	Adult	Teen	Children's	Family
CHILDREN								
Storytimes								
Songs and Sillies Storytime (ages 2-6)	10/2/2017	13	0	22	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	10/16/2017	9	0	13	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	10/23/2017	7	0	9	0	0	1	0
Songs and Sillies Storytime (ages 2-6)	10/30/2017	5	0	7	0	0	1	0
Book Babies Storytime (ages 0-2)	10/4/2017	8	0	6	0	0	1	0
Book Babies Storytime (ages 0-2)	10/11/2017	6	0	6	0	0	1	0
Book Babies Storytime (ages 0-2)	10/18/2017	13	0	16	0	0	1	0
book Babies Storytime (ages 0-2)	10/25/2017	15	0	16	0	0	1	0
Russian Storytime	10/5/2017	2	0	3	0	0	1	0
Russian Storytime	10/12/2017	2	0	2	0	0	1	0
Russian Storytime	10/19/2017	0	0	0	0	0	1	0
Russian Storytime	10/26/2017	2	0	3	0	0	1	0
Friday Storytime	10/6/2017	10	0	16	0	0	1	0
Friday Storytime	10/13/2017	7	0	15	0	0	1	0
Friday Storytime	10/20/2017	10	0	15	0	0	1	0
Friday Storytime	10/27/2017	8	0	12	0	0	1	0
TOTAL		117	0	161	0	0	16	0
Teens								
Teen Halloween	10/25/2017	0	19	0	0	1	0	0
TOTAL		0	19	0	0	1	0	0
FAMILY								
Spanish Storytime (for the whole family)	10/7/2017	2	1	5	0	0	0	1
Spanish Storytime (for the whole family)	10/14/2017	2	0	3	0	0	0	1
Spanish Storytime (for the whole family)	10/21/2017	1	1	5	0	0	0	1
Spanish Storytime (for the whole family)	10/28/2017	0	0	0	0	0	0	1
Lego Night	10/4/2017	8	0	20	0	0	0	1
Family Evening (Halloween crafts/book giveaway)	10/31/2017	600	0	670	0	0	0	1
Movie Nights								
English	10/12/2017	0	0	1	0	0	0	1
(Capture the flag) Spanish	10/19/2017	0	6	0	0	0	0	1
Music in the Stacks								
Velamo Music from Finland	10/14/2017	46	0	0	0	0	0	1
HomeSchool								
Homeschooler Group	10/3/2017	3	0	10	0	0	0	1
Homeschooler Group	10/17/2017	2	0	7	0	0	0	1
TOTAL		664	8	721	0	0	0	11
ADULT								
General Programs								
Nuestros Abuelos	10/3/2017	3	0	0	1	0	0	0
Nuestros Abuelos	10/10/2017	1	0	0	1	0	0	0
Nuestros Abuelos	10/17/2017	3	0	0	1	0	0	0
Nuestros Abuelos	10/24/2017	3	0	0	1	0	0	0
Intercambio	10/7/2017	5	1	0	1	0	0	0
Intercambio	10/14/2017	5	2	0	1	0	0	0
Intercambio	10/21/2017	6	1	0	1	0	0	0
Intercambio	10/28/2017	8	1	0	1	0	0	0
Book Clubs								
History Book Group: <i>Falling Leaves</i>	10/25/2017	8	0	0	1	0	0	0
Book Group - <i>The Girl Who Fell From the Sky</i>	10/19/2017	7	0	0	1	0	0	0
Pushing the Limits: Climate Talks	10/3/2017	25	0	0	1	0	0	0
Pushing the Limits: Climate Talks	10/10/2017	24	0	0	1	0	0	0
Pushing the Limits: Climate Talks	10/17/2017	22	0	0	1	0	0	0
Pints from the Past	10/9/2017	18	0	0	1	0	0	0
Instruction Classes								
Holiday card making craft	10/24/2017	19	0	0	1	0	0	0
One-On-One-E-Reader Help	varies	0	0	0	1	0	0	0
Knitting and Crocheting	10/5/2017	9	0	0	1	0	0	0
Knitting and Crocheting	10/12/2017	6	0	0	1	0	0	0
Knitting and Crocheting	10/19/2017	8	0	0	1	0	0	0
Knitting and Crocheting	10/26/2017	8	0	0	1	0	0	0
Citizenship class	10/5/2017	24	0	0	1	0	0	0
Citizenship class	10/12/2017	20	0	0	1	0	0	0
Citizenship class	10/19/2017	16	0	0	1	0	0	0
Citizenship class	10/26/2017	18	0	0	1	0	0	0
TOTAL		266	5	0	24	0	0	0
Library Tours								
Healthy Families Storytime/Playgroup	10/25/2017	5	0	3	0	0	1	0
TOTAL		5	0	3	0	0	1	0
Outreach								
At the English Classes	10/25/2017	0	2	18	0	0	1	0
TOTAL		0	2	18	0	0	1	0
ALL PROGRAMS TOTAL		1052	34	903	24	1	18	11



MEMORANDUM

TO: *Honorable Mayor Hodson and City Council*
FROM: *Jamie Stickel, Main Street Manager*
THROUGH: *Rick Robinson, City Administrator*

RE: *CITY COUNCIL BI-MONTHLY REPORT*

Main Street Updates

The following projects are funded through Urban Renewal.

Promotion

- **Canby's Spooktacular Village** – On Tuesday, October 31st, the Canby Main Street program coordinated downtown Halloween festivities. This effort helps connecting Canby citizens with the downtown businesses through face-to-face interactions and community fun. The Canby Fire District and Canby Police Department assisted the Main Street program in passing out candy to trick-or-treaters on the corner of 2nd Avenue and N Holly Street. Additionally, Hotrod Dreamworks attends every year as a Trunk-or-Treat participant as they do not have a downtown presence, but see the value of participating at this event.



Organization

- **Oregon Historic Cemetery Cleaning** – On Saturday, September 23rd, the City of Canby's Historic Review Board held its second Baker Prairie Cemetery cleaning. The cleaning was held in conjunction with SOLVE's Clean Up Day. The Historic Review Board was selected to participate as an official SOLVE project which provided supplies, support, and publicity. Approximately 20 people attended the Baker Prairie Cleaning. This cleaning is part of the 2017 Historic Cemetery grant the city was awarded in Spring 2017, which also brought in a contractor to rehabilitate broken grave markers and will see a commemorative event in Spring 2018.



- **Oregon Main Street Conference** – The 2017 Oregon Main Street Conference was held in Oregon City, OR on October 4th – October 6th. The Oregon Main Street Conference focused on best practices in downtowns, including storytelling on Main Street, business recruitment, and business assistance in a changing world. The keynote speaker was Ed McMahon, who is the chair of the National Main Street Center.
- **Certified Local Government Workshop** – The 2017 Certified Local Government (CLG) Workshop was held on October 17th in Canby. The workshop brought attendees and speakers from across the state of Oregon for a day-long workshop. The chair of Canby's Historic Review Board – Carol Palmer – and the Main Street Manager presented to the group on their outreach and public education efforts in Canby. Many of the other CLGs focus on historic districts and land use applications, whereas Canby focuses more on telling the stories of the buildings, people, and history in Canby.
- **Women's Heritage Trail** – The City of Canby's Historic Review Board is working on a Women's Heritage Trail as part of the 2017 Certified Local Government grant it was awarded from the State Historic Preservation Office. This program will identify Canby women who helped to shape the community and town. As part of this project, the Historic Review Board is working in conjunction with Canby Kiwanis and the Canby School District to create a Women's Heritage Essay Contest. Canby Kiwanis generously donated \$200 to the Historic Review Board for the Essay Contest to help purchase medallions for the winners, certificates of participation for every student, and an event to commemorate the efforts of all involved.

Economic Vitality

- **RDI Business Retention & Expansion Summit** – Rural Development Initiatives (RDI) held the Business Retention & Expansion Summit in Dallas, OR on September 6th and 7th. The summit featured experts and round table discussions of best practices in communities throughout Oregon.

Topics included:

- BR&E 101: How to Support Your Community's Greatest Asset, Local Businesses
- How to Build and Sustain Locally Driven Business Development Activities
- Discover Strategies and Models for Supporting Small Business Workforce Challenges

Design

- **2017 Library/Civic Center Wall Sculpture** – The City of Canby installed a wall sculpture on the side of the Library/Civic Center on Wednesday, October 4th. The artist, Cathy Rae Smith, created a piece that showcased Canby icons and featured additional pieces created by children in the Canby Public Library. Cathy Rae worked with local businesses – Canby Signs and Graphis and Hotrod Dreamworks to create the piece. The unveiling of the sculpture on Friday, October 6th brought approximately 60 people to downtown Canby and corresponded with Canby's First Friday.





PLANNING & DEVELOPMENT SERVICES

SEPTEMBER-OCTOBER BI-MONTHLY REPORT

TO: *Honorable Mayor Hodson and City Council*

FROM: *Bryan Brown, Planning Director*

DATE: *November 6, 2017*

THROUGH: *Rick Robinson, City Administrator*

The following report provides a summary of the Planning and Development Services activities for the months of September-October, 2017. Please feel free to call departmental staff if you have questions or desire additional information about any of the listed projects or activities. This report includes planning activities, a listing of land use applications and development site plan review coordination projects for building permits.

Planning Activities

- 1. Quiet Zone.** Business Oregon will present the Immediate Opportunity Fund grant application to the Oregon Transportation Commission in Salem on November 17th. Staff and Mary Hanlon, of Hanlon Development, will attend the meeting in support of the application. If approved the funds shall enable the City and ODOT to move forward with the intersection improvements at N Elm and OR99E. Once the intersection improvements are completed the City will be able to construct the required quiet zone improvements that will qualify us for a quiet zone designation.
- 2. Buildable Land Needs Study.** Workshop completed. Final report in progress.
- 3. South Ivy Street 2016-2018 STIP Enhance Project.** The final IGA has been signed, and the County is proceeding with engineering and easement acquisition. The project is scheduled to begin construction in 2018.
- 4. Dog Park.** Sparks of Hope 501(C)3 has expressed interest in taking over the management of the future Canby Dog Park. We are expecting a letter from their Board confirming their intentions. Upon receipt of the official letter of intent, the City will work with the organization to develop an agreement for the management of the park. Sparks of Hope work with youth and the organization has an active K9 component, so it appears to be a good fit for the organization's mission. Pending Council review in February.
- 5. Willow Creek Wetlands Restoration.** Dig in Community is actively working at the site and is working with local schools to assist in their efforts. The City will install signage at the site to inform the public about the project and provide staff contact information. This project shall be ongoing for the next three years.
- 6. Logging Road Land Donation.** Staff has received a preliminary title report and is reviewing the easements. The Traverso family plans to donate the properties to the City by the end of this year, provided the City accepts the easements as currently recorded.
- 7. Parks Maintenance Fee.** The City Council approved the Park and Recreation Advisory Boards recommendation to adopt a \$5 a month park maintenance fee to address immediate maintenance concerns, and to work towards the formation of a Canby Park District to provide sustainable long term funding. The maintenance fee was adopted at the September 6th Council meeting, and will be implemented as of January 1, 2018. The City Council will hold a workshop in February to determine priorities for allocating any funds available after deferred maintenance is addressed.

Land Use Application Activity**8. Land Use Applications Submitted September 1 – October 31, 2017:**

CITY FILE #	APPLICANT	PROJECT	ADDRESS
ANN 17-02 ZC 17-03	STAFFORD DEVELOPMENT	SW CANBY ANNEXATION/ZONE CHANGE	1535, 1547, 1555, 1701, 1715, 1735 S FIR ST & 1841 S IVY ST
APP 17-01	APPEAL OF PLANNING COMMISSION DECISION	APPEAL OF ZC 17-02/SUB 17-04/CUP 17-05 S IVY PARK SUBDIVISION	533, 553, 583, S. IVY ST
DR 17-07, CUP 17-06, PUD 17-01	WILLAMETTE VALLEY COUNTRY CLUB	FITNESS CENTER, POOL, GOLF CART STORAGE	900 COUNTRY CLUB PLACE
FP 17-10	TONY MARNELLA	FINAL PLAT	1009 NE TERRITORIAL RD
LLA 17-03	RENE' CHRISTIANSON & ROBERT KERR	LOT LINE ADJUSTMENT	715 NW TERRITORIAL RD
MLP 17-07	WILL SNYDER	PARTITION	159 NE 10TH AVE
MOD 17-03	KHC, INC	ACCESSORY STRUCTURE FOR SERVERS	475 S REDWOOD ST
NCS 17-01	FRANK GONZALES	NON-CONFORMANCE - EXISTING RESIDENCE IN HWY COMMERCIAL ZONE	414 SW 2ND AVE
SUB 17-06	REDWOOD LANDING SUBDIVISION	89 LOT SUBDIVISION	1440, 1548, 1612, 1650 & 1758 N REDWOOD ST
TV 17-04	CANBY LIONS CLUB/JASON PADDEN	CHRISTMAS TREE SALES & MOTHER'S DAY PLANT SALE	NE CORNER OF N IVY AND NW 2ND

9. PRE-APPLICATION CONFERENCE(S) HELD:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
PRA 17-16	BIRCH STREET ANIMAL CLINIC	TWO-PHASED EXPANSION	145 S BIRCH ST
PRA 17-15	MATT GREINER/MIKE PATTERSON	9,600 SF MANUFACTURING WAREHOUSE WITH 469 SF OFFICE SPACE	254 S PINE ST

8. PRE-CONSTRUCTION CONFERENCE(S) HELD:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
PRC 17-11	TANOAK SUBDIVISION	SUBDIVISION	NE TERRITORIAL
PRC 17-10	TRAIL CROSSING APARTMENTS	APARTMENTS	NE TERRITORIAL
PRC 17-09	CLACKAMAS 800 RADIO GROUP	EMERGENCY COMM CELL TOWER	S WALNUT ST

9. PLANNING COMMISSION MEETING ITEMS REVIEWED:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
MLP 17-04	PAT SISUL/DAVID HARRIS	PARTITION 2 LOTS INTO 3 TO CREATE A NEW FLAG LOT	2570 & 2590 N MAPLE CT
MLP 17-05	CRAIG GALVIN/JEFF GORDON	PARTITION SITE INTO TWO PARCELS	279 S SEQUOIA PARKWAY
MLP 17-06/LLA 17-02	PETER HOSTETLER	PARTITION/LOT LINE ADJUSTMENT	861 S. REDWOOD ST
SUB 17-04, ZC 17-02, CUP 17-05	SOUTH IVY PARK SUBDIVISION/ALLEN MANUEL	12 LOT SUBDIVISION, ZONE CHANGE, CONDITIONAL USE PERMIT	533 , 553 , 583 S. IVY
SUB 17-05	7 ACRES- SPRAGUE	22-LOT SUBDIVISION	3500 N MAPLE ST

10. SITE PLANS SUBMITTED FOR ZONING CONFORMANCE AND AUTHORIZATION FOR RELEASE OF COUNTY BUILDING PERMIT SEPTEMBER 1 – OCTOBER 31, 2017:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 17-126	WASHINGTON ROOFING/CANBY SQUARE	DOLLAR STORE COMMERCIAL REROOF	1055 SW 1ST AVE
SP 17-125	TROY MARSH	SFR	635 NW 11TH AVE, NORTHWOOD LOT 84
SP 17-124	TROY MARSH	SFR	595 NW 11TH AVE, NORTHWOOD LOT 80
SP 17-123	BRYANT BOOTH	SFR	1035 N ELM ST, NORTHWOOD 3, LOT 66
SP 17-122	HOLT HOMES, AMY STRICKLAND	SFR	2212 SE 12TH AVE, TIMBER PARK LOT 11
SP 17-121	HOLT HOMES, AMY STRICKLAND	SFR	2242 SE 12TH AVE, TIMBER PARK LOT 10
SP 17-120	DALE & MARGARET ROHRSCHEIB	SFR	1150 N BIRCH ST
SP 17-119	T-MOBILE/GTP TOWERS	REPLACE ANTENNAS & EQUIPMENT	1239 SE 1ST AVE
SP 17-118	SARAH FATEEN	AUTOZONE STORAGE FIXTURES	980 SW 1ST AVE
SP 17-117	GRIGORIY KARACHEBAN	RETROACTIVE BUILDING PERMIT	158 NW 9TH AVE
SP 17-116	NW BUILDERS COMPANY INC	SFR	460 NE 10TH AVE
SP 17-115	DIRECTLINK	PLACING NEW CONCRETE PAD FOR NEW GENERATOR REPLACEMENT	144 SE 2ND AVE
SP 17-114	JEFF BRANDT	TI	421 S REDWOOD ST
SP 17-113	FACTORY HOMES CLEARANCE CENTER	REPLACE WOOD CARPORT WITH STEEL	835 SE 1ST AVE, SPACE #47

SP 17-112	CUONG NGUYEN	TI - NEW SUSHI RESTAURANT	1477 SE 1ST AVE SUITE #108-109
SP 17-111	BRUCE VIRELL	BUILD ADDITIONAL GARAGE & TRUSS EXTENSION	492 SW 11TH AVE
SP 17-110	MICHAEL & VICKI SPITZNOGLE	MOVE FRONT DOOR TO EXTERIOR WALL	645 MW 8TH PL
SP 17-109	BILL HAYHURST	CANBY SWIM CLUB PICNIC STRUCTURE	1150 S IVY ST
SP 17-108	TY KRAFT	PATIO COVER	1184 SE 15TH AVE
SP 17-107	DAVID GOSTEVSKYH	1/2 GARAGE CONVERSION	660 N ASPEN CT
SP 17-106	KHC, INC./PETER HOSTETLER	ACCESSORY STRUCTURES FOR SERVERS	475 S REDWOOD ST
SP 17-105	MARTY CLARK	SFR	785 NW 11TH AVE, NORTHWOODS LOT 75
SP 17-104	MICHAEL LOUMENA	CONVERT 1/2 OF GARAGE TO LIVING SPACE	1550 N MAPLE
SP 17-103	TOP DRAWER DEV	UPS TI	1109 SW 1ST AVE SUITE F
SP 17-102	PDG CONSTRUCTION	REPLACE DAMAGED SIDING AT MARQUIS HOPE VILLAGE	1577 S IVY ST
SP 17-101	MARTIN CLARK CONST, INC.	SFR	575 NW 11TH AVE, NORTHWOODS
SP 17-100	WASHINGTON ROOFING/CANBY SQUARE	INSTALL ROOF ON CANBY SQUARE	1001-1017 SW 1ST AVE
SP 17-99	WILL SNYDER-WHITE RIVER HOMES	SFR	745 NW 11TH AVE, NORTHWOODS III, LOT 77

11. SIGN PERMITS SUBMITTED FOR REVIEW AND AUTHORIZATION FOR RELEASE OF COUNTY BUILDING PERMIT SEPTEMBER 1 – OCTOBER 31, 2017:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SN 17-16	HOPE VILLAGE COTTAGES	SIGN	400 SW PACIFIC CREST DR
SN 17-15	INTEGRITY SIGNS	KEY BANK	200 NW 2ND AVE

12. Active Permit Finals by Clackamas County, September 1 – October 31, 2017

DATE	APPLICANT	PROJECT	ADDRESS
9/15/2017	SFR	916 NW 2ND AVE	SCA CONSTRUCTION LLC
9/15/2017	SFR	920 NW 2ND AVE	SCA CONSTRUCTION LLC
9/15/2017	SFR	SCA CONSTRUCTION LLC	916 NW 2ND AVE
9/15/2017	SFR	SCA CONSTRUCTION LLC	920 NW 2ND AVE
9/14/2017	SFR	485 NW 11TH PL	BC CUSTOM DEVELOPMENT INC
9/8/2017	REPLACE EXISTING PATIO COVER - SIZE INCREASE	1818 SE 10TH AVE	TNT BUILDERS INC
8/29/2017	NEW PATIO COVER	351 SE 7TH WAY	PREMIER PATIO & AWNING INC
8/3/2017	SFR	1047 N LOCUST ST	SNYDER CONSTRUCTION LLC, DBA WHITE RIVER HOMES
7/24/2017	SFR	1134 NE 16TH AVE	BRYCE THORNTON
7/7/2017	SFR	1624 N PLUM CT	STAFFORD HOMES & LAND LLC



City of Canby Bi-Monthly Report
Department: Police
September / October 2017

To: The Honorable Mayor Hodson and City Council
From: Chief Bret Smith
Through: Rick Robinson, City Administrator
Date: November 6, 2017

Monthly Statistics	September	October
Total Police reports	168	173
Cleared by Arrest	45	43
Inactive/Suspended Cases	28	35
Open / Referred to District Attorney/City Attorney/Other agencies	50	52
Non-Criminal Reports	45	43
Traffic Accidents	17	10
Complaints	4	4
Citations	518	249
Crimes	15	0
Traffic Stops	844	513
Calls for Service (Dispatch to Officers by community)		
Abandoned Vehicle / Parking	63	50
Animal Complaints	15	8
Code Enforcement & Ordinance	48	54
False Alarms	68	36
All Calls for Service (includes categories not listed)	2,061	1,820

Community Event / Meeting Participation

- Molalla Police department facility tour
- North Marion School District
- Canby Adult Center lunch service – monthly
- Coffee with a Cop – citizens
- Regional Chief’s Meeting – monthly
- CCOM (dispatch) Executive Board Meeting
- Mid-Managers (law enforcement) meeting
- Chaplain’s Meeting – Canby Fire
- Mark 43 Records System Planning
- Recruit Officer Michael Mann DPSST graduation

- Clackamas County Exercise Planner's meeting
- Canby Rotary
- Hazmat Bakken oil FEMA exercise
- Opioid Overdose Project Navigator's Chief Strategic Planning meeting
- Kiwanis 911 Presentation
- Policies Committee Mtg. for OACP website
- Chief Jim Ferraris – Woodburn PD
- Police Officer candidate Interviews and ORPAT testing
- OACP Fall Conference
- Operation Clear Track – Rail Safety Week
- Clackamas County DA John Foote/Asst. DDA Chris Owen
- Criminal Justice & Criminology Focus Group – Warner Pacific College

Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: November 6, 2017

Re: Bi-monthly Report

In September we had our annual maintenance closure. During the closure David and Nathan spend a lot of time cleaning and painting as well as the usual mechanical checks. This year David had the lights in the pool area replaced with LED lights they provide about the same amount of light but should use only 25% of the energy of the old lights. They also replaced the drinking fountain with a filtered and chilled model with a water bottle filler. David Biskar, Nathan Templeman, Casey O'Brien and some other staff worked very hard to get the pool open on schedule and we were only closed two weeks.

Fall has been busy with swimming lessons lap swims and public swims. We have public lessons for children twice a day. Adult lessons are also offered in evening Tuesday and Thursday nights. Nathan has been doing a great job teaching the adult lessons, as well as, the Masters swimmers.

Attendance is up about 225 swims total this year so far. Numbers for fall look good and all the programs are going strong. Revenue numbers are good so far this year as we are almost exactly the same as last year we are within \$100.

The Canby Gators are already swimming and the Canby High School swim team starting soon. The Gators had a meet in Hood River and will be swimming in Portland over this coming weekend. The Gators will also be hosting their IMX Challenge Meet in November and the Canby Animal Meet in December. **Canby will also be host for the Oregon Swimming Awards at the Fine Arts Center. This will bring over 800 people into Canby for the Sunday November 12th.** Canby High School Swimming will be hosting home dual meets on five Thursdays in December and January. The CHS swimming season goes through February.

Remember we often have Special Public Swims 1-3pm when the Canby School District is on break. Please check the Canby Swim Center website for details.

Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: November 6, 2017

Re: Bi-monthly Report

In September we had our annual maintenance closure. During the closure David and Nathan spend a lot of time cleaning and painting as well as the usual mechanical checks. This year David had the lights in the pool area replaced with LED lights they provide about the same amount of light but should use only 25% of the energy of the old lights. They also replaced the drinking fountain with a filtered and chilled model with a water bottle filler. David Biskar, Nathan Templeman, Casey O'Brien and some other staff worked very hard to get the pool open on schedule and we were only closed two weeks.

Fall has been busy with swimming lessons lap swims and public swims. We have public lessons for children twice a day. Adult lessons are also offered in evening Tuesday and Thursday nights. Nathan has been doing a great job teaching the adult lessons, as well as, the Masters swimmers.

Attendance is up about 225 swims total this year so far. Numbers for fall look good and all the programs are going strong. Revenue numbers are good so far this year as we are almost exactly the same as last year we are within \$100.

The Canby Gators are already swimming and the Canby High School swim team starting soon. The Gators had a meet in Hood River and will be swimming in Portland over this coming weekend. The Gators will also be hosting their IMX Challenge Meet in November and the Canby Animal Meet in December. **Canby will also be host for the Oregon Swimming Awards at the Fine Arts Center. This will bring over 800 people into Canby for the Sunday November 12th.** Canby High School Swimming will be hosting home dual meets on five Thursdays in December and January. The CHS swimming season goes through February.

Remember we often have Special Public Swims 1-3pm when the Canby School District is on break. Please check the Canby Swim Center website for details.



City of Canby Bi-Monthly Report
Department: Police
September / October 2017

To: The Honorable Mayor Hodson and City Council
From: Chief Bret Smith
Through: Rick Robinson, City Administrator
Date: November 6, 2017

Monthly Statistics	September	October
Total Police reports	168	173
Cleared by Arrest	45	43
Inactive/Suspended Cases	28	35
Open / Referred to District Attorney/City Attorney/Other agencies	50	52
Non-Criminal Reports	45	43
Traffic Accidents	17	10
Complaints	4	4
Citations	518	249
Crimes	15	0
Traffic Stops	844	513
Calls for Service (Dispatch to Officers by community)		
Abandoned Vehicle / Parking	63	50
Animal Complaints	15	8
Code Enforcement & Ordinance	48	54
False Alarms	68	36
All Calls for Service (includes categories not listed)	2,061	1,820

Community Event / Meeting Participation

- Molalla Police department facility tour
- North Marion School District
- Canby Adult Center lunch service – monthly
- Coffee with a Cop – citizens
- Regional Chief’s Meeting – monthly
- CCOM (dispatch) Executive Board Meeting
- Mid-Managers (law enforcement) meeting
- Chaplain’s Meeting – Canby Fire
- Mark 43 Records System Planning
- Recruit Officer Michael Mann DPSST graduation

- Clackamas County Exercise Planner's meeting
- Canby Rotary
- Hazmat Bakken oil FEMA exercise
- Opioid Overdose Project Navigator's Chief Strategic Planning meeting
- Kiwanis 911 Presentation
- Policies Committee Mtg. for OACP website
- Chief Jim Ferraris – Woodburn PD
- Police Officer candidate Interviews and ORPAT testing
- OACP Fall Conference
- Operation Clear Track – Rail Safety Week
- Clackamas County DA John Foote/Asst. DDA Chris Owen
- Criminal Justice & Criminology Focus Group – Warner Pacific College

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for September 2017
DATE: 2017 November Report

CANBY SWIM CENTER September	ADMIT 2016	ADMIT 2017	PASS 2016	PASS 2017	TOTAL 2016	TOTAL 2017	YTD TOTAL 16-17	YTD TOTAL 17-18
MORNING LAP	35	15	175	162	210	177	950	904
ADULT RECREATION SWIM	4	19	224	263	228	282	1234	1337
MORNING WATER EXERCISE	26	28	226	263	252	291	1242	1417
PARENT/ CHILD	66	76	0	0	66	76	664	776
MORNING PUBLIC LESSONS	72	129	0	0	72	129	3692	3626
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	19	32	111	129	130	161	559	666
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	43	108	1	11	44	119	1950	2024
PENGUIN CLUB	0	0	0	0	0	0	996	977
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	433	363	433	363	1117	1082
MASTER SWIMMING	0	0	18	14	18	14	18	14
EVENING LESSONS	584	536	0	0	584	536	3534	3545
EVENING LAP SWIM	15	24	14	26	29	50	263	329
EVENING PUBLIC SWIM	113	147	14	16	127	163	1938	1695
EVENING WATER EXERCISE	54	29	18	5	72	34	304	244
ADULT LESSONS	4	4	0	0	4	4	4	4
GROUPS AND RENTALS	113	180	0	0	113	180	615	695
OUTREACH SWIMMING	0	0	0	0	0	0	321	658
TOTAL ATTENDANCE	1148	1327	1234	1252	2382	2579	19401	19993

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
SUBJECT: Attendance Numbers for October 2017
DATE: 2017 November Report

CANBY SWIM CENTER October	ADMIT 2016	ADMIT 2017	PASS 2016	PASS 2017	TOTAL 2016	TOTAL 2017	YTD TOTAL 16-17	YTD TOTAL 17-18
MORNING LAP	75	52	348	337	423	389	1373	1293
ADULT RECREATION SWIM	17	26	468	462	485	488	1719	1825
MORNING WATER EXERCISE	121	89	495	433	616	522	1858	1939
PARENT/ CHILD	152	170	0	0	152	170	816	946
MORNING PUBLIC LESSONS	144	166	0	0	144	166	3836	3792
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	91	71	305	266	396	337	955	1003
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	208	138	2	21	210	159	2160	2183
PENGUIN CLUB	0	0	0	0	0	0	996	977
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	0	0
CANBY GATORS	0	0	834	717	834	717	1951	1799
MASTER SWIMMING	0	0	44	40	44	40	62	54
EVENING LESSONS	1144	1125	0	0	1144	1125	4678	4670
EVENING LAP SWIM	40	44	51	31	91	75	354	404
EVENING PUBLIC SWIM	155	159	26	1	181	160	2119	1855
EVENING WATER EXERCISE	62	68	24	37	86	105	390	349
ADULT LESSONS	18	8	0	0	18	8	22	12
GROUPS AND RENTALS	692	688	0	0	692	688	1307	1383
OUTREACH SWIMMING	0	0	0	0	0	0	321	658
TOTAL ATTENDANCE	2919	2804	2597	2345	5516	5149	24917	25142



September and October, 2017
Monthly Reports

Fleet Department – Robert Stricker
Parks Department – Jeff Snyder
Public Works – Jerry Nelzen

Fleet Service BI-Monthly Report
By Robert Stricker, Lead Mechanic

Sep-17

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	0	\$0.00	\$0.00	\$240.16	\$240.16
Facilities	0	\$0.00	\$0.00	\$106.69	\$106.69
Wastewater Collections	0	\$0.00	\$0.00	\$102.08	\$102.08
Wastewater Treatment	3	\$1,703.40	\$97.03	\$332.37	\$2,132.80
Parks	9	\$1,365.00	\$1,439.29	\$340.06	\$3,144.35
Police	12	\$3,155.55	\$363.19	\$5,187.52	\$8,706.26
Streets	7	\$1,934.75	\$3,920.92	\$661.66	\$6,517.33
Fleet Services	1	\$208.75	\$49.96	\$34.68	\$293.39
Canby Area Transit (CAT)	26	\$3,673.29	\$1,943.23	\$5,485.51	\$11,102.03
Total	58			Total	\$32,345.09

Oct-17

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	1	\$93.75	\$18.30	\$0.00	\$112.05
Adult Center	0	\$0.00	\$0.00	\$256.21	\$256.21
Facilities	0	\$0.00	\$0.00	\$69.78	\$69.78
Wastewater Collections	4	\$292.50	\$1.70	\$0.00	\$294.20
Wastewater Treatment	2	\$330.00	\$189.11	\$147.86	\$666.97
Parks	4	\$1,494.40	\$53.74	\$405.89	\$1,954.03
Police	14	\$3,203.98	\$1,690.24	\$4,115.24	\$9,009.46
Streets	9	\$2,440.50	\$790.76	\$1,010.91	\$4,242.17
Fleet Services	1	\$56.25	\$16.89	\$61.48	\$134.62
Canby Area Transit (CAT)	15	\$5,147.90	\$9,514.00	\$5,206.03	\$19,867.93
Total	50			Total	\$36,607.42

*Total includes labor, materials and fuel for all departments

Parks Maintenance

By Jeff Snyder, Parks Maintenance Lead Worker
September – October 2017

Park Renovations

A new water pump was installed in the Klohe fountain.

The in-roadway warning lights were replaced on the Molalla Forest road walking path at the point that it crosses Territorial Rd. by EC electric. The repairs were done in September.

Innovative Nightscapes LLC repaired and adjusted the lighting system at the Vietnam Era Veterans Memorial by the end of September.

Canby Kiwanis did an excellent job of cleaning up the walking paths at the Eco Park and the connecting trail systems. They also held a One-Day cleanup event in October at Wait Park where they raked and piled leaves.

Scouts have been piling leaves and debris by the A-frame at Community Park.

Scout troop 266 did a leaf raking volunteer project at Wait Park.

SOLVE held a river cleanup at Community Park on September the 23rd.

Many thanks to all the Volunteers for their community support...

Park Maintenance

The maintenance duties of the department have started to shift over the last couple of months. We shifted from event preparation, mowing and cleaning to shrub bed maintenance, tree/hedge trimming and storm debris removal. Asset repairs have been addressed as found. The irrigation systems were adjusted to the cooling weather and eventually turned off for the season. All the lifejackets from the kiosk have been put away for the season at Community Park. Trees (3) in our wetlands have been wrapped with poultry wire behind Village on the Lochs to help prevent property damage. Trees at Community Park were also wrapped to prevent beaver damage. Some bark dust was applied at Wait Park around the gazebo and at the Veterans Memorial. Fall fertilizer has been applied in some highly stressed turf areas.

Warning signs were installed regarding parking under trees at own risk at Community Park.

NW Tree Specialists also performed an Arborist inspection of the 28 trees in question and found them to be in good health.

The last day of October found staffs new focus to be in full swing leaf removal mode...

The Parks Department spent 4 hours addressing graffiti and vandalism the last two months.

Regular maintenance was **not** performed at the 31 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Klohe Fountain, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Timber Park, Legacy Park, Territorial Estates Future CLC Park, Transit Bus Stop, Triangle Park, Vietnam Era Veterans Memorial, Wait Park & Willow Creek Wetlands, Knights Bridge right of way and WWTP property.

Meetings attended

Meetings were held with Pat Sisul regarding Timber Park development.

Meetings were held with Innovative nightscapes and EC Electric.

Meetings were held regarding the access from Sequoia Grove apartments to Arneson Gardens.

For your Information

Please see attached park maintenance actual hours for the months of September and October.

Hours are based on number of employee's (each day) x 7.5hrs.

Parks Department	September 2017 Actual Hours																																	Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Adult Center													2.0					0.5			5.0					0.5							8.0	
Arneson Gardens	0.5				1.0						0.5							0.5		0.5		1.0			3.0			0.5	0.5				8.0	
Baker Prairie Cem.											1.5	7.0	0.5									0.5					0.5						10.0	
Community Park	4.0				5.0	2.0	1.0						1.0	1.0	1.0			3.0	3.0	0.5		1.5			3.0		1.0	0.5	5.0				32.5	
CPIP Sign Property																																	0.0	
Disc Golf Course																																	0.0	
Eco Park					0.5			0.5												0.5		0.5			5.0				0.5				7.5	
Faist V (5)																																	0.0	
Holly-Territorial Sign																																	0.0	
Hulberts-sign property																											1.0						1.0	
Klohe Fountain													0.5					0.5										0.5					1.5	
Legacy Park	0.5				2.0		1.0	1.0			1.5	5.5	1.0		0.5			1.0	0.5	0.5		1.0			1.0	6.5		0.5	3.0				27.0	
S. Locust Park	2.5				2.0			1.0			6.0	2.0			0.5			1.0	0.5	0.5		0.5			3.0	0.5	1.0		3.0				24.0	
Logging Rd. Path	1.0					2.5								1.0	2.0				3.0			1.0											10.5	
Fish Eddy-Log Boom					0.5			0.5										0.5				0.5				6.0							8.0	
Maple St. Park	3.0				2.0		1.0	1.0			3.0		0.5	7.0	3.5			2.5	0.5	3.0		1.0			2.5		3.5	8.0	3.0				45.0	
19th Loop	2.0							2.0			2.0															7.0							13.0	
Northwood Park	0.5					1.0		0.5			0.5		1.5	4.0	2.0			1.0		0.5		0.5					4.5	0.5	1.0				18.0	
Police Department													1.5	1.0	0.5			0.5										4.0	0.5				8.0	
Simnitt Property																																	0.0	
Skate Park	0.5					4.0		0.5			0.5				0.5			0.5		0.5		0.5							0.5				8.0	
Shop complex								1.0				1.0			2.0																		4.0	
Swim Center													1.0																				1.0	
Timber Park												1.0														1.0							2.0	
Territorial-CLC Prop.																																	0.0	
Transit Bus stop	3.0					2.0		0.5			0.5				1.0			1.0	0.5	0.5		0.5			0.5		1.0		0.5				11.5	
Triangle Park						0.5					0.5		0.5		0.5												1.5						3.5	
Wait Park	###				2.0	2.0	###	1.0			6.0	4.0	1.5	1.0	1.0			2.5	3.0	0.5	6.0	2.0			2.0		6.5	0.5	4.0				68.5	
Veterans Memorial								2.5					0.5									1.0											4.0	
Knights Brdg.																																	0.0	
WWTP property																																	0.0	
Administration	1.5					1.0		3.0				2.0	3.0						1.0		4.0	3.0			2.5	1.0	2.0		1.0				25.0	
Monthly Total																																	349.5	

Parks Department	October 2017 Actual Hours																															Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Adult Center									0.5			0.5						3.0														4.0	
Arneson Gardens		0.5		0.5		0.5				1.0		1.0	3.0			0.5				0.5						1.0	1.0			0.5		10.0	
Baker Prairie Cem.																		1.5														1.5	
Community Park		3.0	5.0	4.0	3.0	6.0			1.0		6.0	8.0	7.0			4.0				3.0			6.0			###	3.0			3.0		75.0	
CPIP Sign Property																																0.0	
Disc Golf Course																				0.5												0.5	
Eco Park		0.5				0.5			0.5				0.5			0.5				0.5							0.5			0.5		4.0	
Faist V (5)				0.5																												0.5	
Holly-Territorial Sign																																0.0	
Hulberts-sign property				1.5							1.0																					2.5	
Klohe Fountain		0.5									1.0		4.0				8.0															13.5	
Legacy Park		2.0	4.0	4.0		1.0			3.5	4.0	6.0		1.0			3.0	5.0			3.0			2.0			7.5	1.0			3.0		50.0	
S. Locust Park		2.0				1.0			2.0			1.5	1.0			3.0	1.0	1.0		3.0			2.0				2.0			3.0		22.5	
Logging Rd. Path						1.0				1.5		2.0								2.0												6.5	
Fish Eddy-Log Boom		0.5																									0.5					1.0	
Maple St. Park		2.0		1.0	2.0	1.0			1.5	5.0			1.0			3.0				3.0			3.0				2.0			3.0		27.5	
19th Loop																																0.0	
Northwood Park		0.5		0.5		0.5			4.0		0.5	1.0	0.5			0.5		2.0		1.0			1.0				0.5			1.0		13.5	
Police Department					0.5	0.5						1.0																				2.0	
Simnitt Property																																0.0	
Skate Park					1.5	0.5			0.5				0.5			0.5				0.5			0.5							0.5		5.0	
Shop complex						0.5										2.0								4.0						2.0		8.5	
Swim Center				1.0														1.5														2.5	
Timber Ridge			6.0									1.0					2.0									1.0						10.0	
Territorial-CLC Prop.																																0.0	
Transit Bus stop		1.0			7.5	0.5							0.5			1.0				0.5			1.0				1.0			0.5		13.5	
Triangle Park									0.5									1.0														1.5	
Wait Park		2.0		1.0		1.0			1.0	2.5	1.5	1.0	2.0			3.0	1.5	4.0		3.0			6.0				2.0			2.0	###	56.0	
Veterans Memorial		0.5				0.5						1.0							###					###	###		0.5					62.5	
Knights Brdg.					0.5																											0.5	
WWTP property																																0.0	
Administration				1.0								4.5	1.5			1.5	2.5	1.0		2.0			1.0				1.0			2.0		18.0	
																																Monthly Total	412.5

Department: PUBLIC WORKS

For Months of: September and October 2017

Prepared by: Jerry Nelzen

1. Streets:

The crew received and located 106 locates for September.

Streets	Total Hours
Street Sweeping	4
Street Maintenance	381.5
Driveway Approach & Sidewalk Inspections	1
Street Sign Manufacturing	38
Street Sign Maintenance	5
Street Sign Installation	13
NW 1 st Avenue Landscape	41
NW 2 nd Avenue Landscape	25
Cinema Parking Lot	9
Street Light Repair	17
Mini Trackhoe	30.5

2. Sewer and Storm System:

Sewer	Total Hours
Sewer Main/Lateral Repairs	16
Sewer Laterals	15
Lift Station Maintenance	38.5
Locating Utilities	44
Sewer Inspections	8
Drying Beds	2
Storm	
Catch Basin Maintenance	6
Drywell Maintenance	4
Storm Line Maintenance/Repair	108.5
Storm Line Inspections	13
Erosion	16
Vactor Truck	1

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming/Removal	
Street Light Repair	

4. Facility Maintenance

Facilities	Total Hours
	108.5

5. Cemetery

Cemetery	Total Hours
	117

6. Miscellaneous:

Miscellaneous	Total Hours
Meetings	12.5
Plan Preview for Subdivisions	1
Equipment Cleaning	8
Other	

October

1. Streets:

The crew received and located 90 locates for October.

Streets	Total Hours
Street Sweeping	54.5
Street Maintenance	472
Driveway Approach & Sidewalk Inspections	6
Street Sign Manufacturing	10
Street Sign Maintenance	8
Street Sign Installation	4
NW 2 nd Avenue Landscape	24
Street Light Repair	30

2. Sewer and Storm System:

Sewer	Total Hours
Sewer Main/Lateral Repairs	16
Sewer Laterals	5
Sewer TV'ing	12
Lift Station Maintenance	6
Locating Utilities	48.5
Storm	
Catch Basin Maintenance	1
Storm Line Maintenance/Repair	87.5
Erosion	16
Vactor Truck	2
Drying Beds	2

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming/Removal	12
Street Light Repair	30

4. Facility Maintenance

Facilities	Total Hours
	101.5

5. Cemetery

Cemetery	Total Hours
	60

6. Miscellaneous:

Miscellaneous	Total Hours
Meetings	28
Plan Preview for Subdivisions	1
Equipment Cleaning	10
Training/Schools	117
Other	15
Civic Center Artwork	38

Tech Services Department
Bi-Monthly Report for September/October 2017

From: Amanda Zeiber
Prepared By: Bryce Frazell
Date: November 6, 2017

KEY

Sessions (total number of sessions to your site)

Users (total number of unique users to your site – unduplicated visits)

Pageviews (total number of pages viewed on your site – repeated views of a single page are counted)

Pages per Session (average number of pages viewed per session - repeated views of a single page are counted)

Average Session Duration (average session length of all users)

Bounce Rate (percent of single-page sessions – visits in which a person left your site from the entrance page)

New Sessions/Users (percent of total users who came your site for the first time)

Google Analytics Summary Report: September and October 2017

Business Days	<u>September</u> 21	<u>October</u> 22
<u>Audience Overview</u>	<u>September</u>	<u>October</u>
Sessions (site visits)	9,915	8,834
Users/unique visitors	5,299	4,744
Page Views	22,105	18,430
Pages per Session	2.23	2.09
Average Session Duration	1 min 47 sec	1 min 29 sec
Bounce Rate (% of single-page visits)	60.72%	60.74%
New Sessions/Users	43.31%	42.44%

Site visits were down slightly in September as compared to 11,118 in August

<u>New Vs. Returning Visitors</u>	<u>September</u>	<u>October</u>
New	43.32%	42.45%
Returning	56.68%	57.55%

<u>Browser & Operating System</u>	<u>Sept - Top 5 Browsers</u>	<u>Oct - Top 5 Browsers:</u>
	Google Chrome 41.67%	Google Chrome 47.44%
	Safari 33.56%	Safari 26.99%
	Internet Explorer 10.73%	Internet Explorer 10.82%
	Mozilla Firefox 5.47%	Mozilla Firefox 5.74%
	Microsoft Edge 3.99%	Microsoft Edge 4.45%

Top 4 Browsers still in same ranking order since February 2015.

<u>Overview (Technology)</u>	<u>September</u>	<u>October</u>
Desktop	51.05%	56.45%
Mobile	39.13%	37.56%
Tablet	9.81%	5.99%

Desktop computer use up slightly in September, then even more in October as the weather gets colder

<u>Mobile Devices (top 3)</u>	<u>September</u>	<u>October</u>
	iPhone 44.53%	iPhone 45.59%
	iPad 16.38%	iPad 10.06%
	Not Set 2.51%	Not Set 2.86%

iPhone and iPad continue to dominate as the top mobile devices

<u>Landing Pages (top 5)</u>	<u>September</u>	<u>October</u>
	Home Page (Index)	Home Page (Index)
	Job Openings	Job Openings
	Transit Home Page	Swim Home Page
	Swim Home Page	Transit Home Page
	Transit Routes	Transit Routes

Top 5 visited pages stays pretty consistent with rankings changing occasionally

Audience Overview

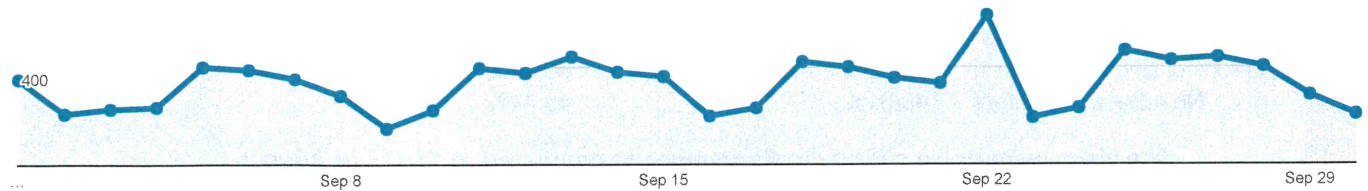
Sep 1, 2017 - Sep 30, 2017

All Users
100.00% Sessions

Overview

Sessions

800



Sessions

9,915



Users

5,299



Pageviews

22,105



Pages / Session

2.23



Avg. Session Duration

00:01:47

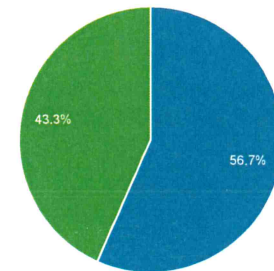


Bounce Rate

60.72%



Returning Visitor New Visitor



% New Sessions

43.31%



Language	Sessions	% Sessions
1. en-us	9,643	97.26%
2. es-xl	56	0.56%
3. en-gb	48	0.48%
4. es-419	44	0.44%
5. en	22	0.22%
6. en-ca	19	0.19%
7. ja-jp	11	0.11%
8. c	9	0.09%
9. zh-cn	8	0.08%
10. es-us	6	0.06%

New vs Returning

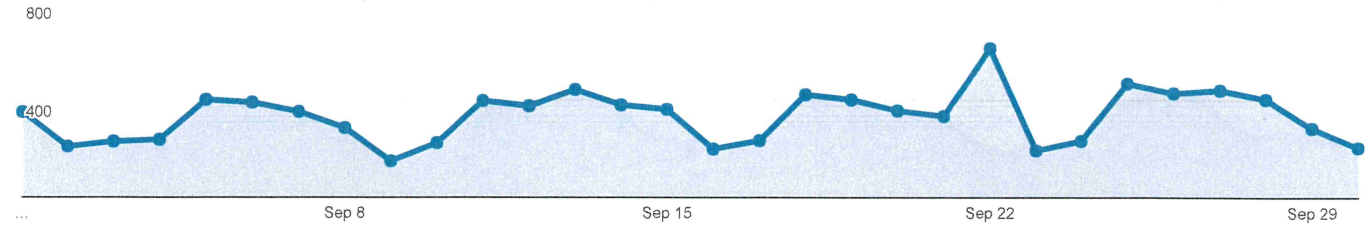
Sep 1, 2017 - Sep 30, 2017

All Users
100.00% Sessions

Explorer

Summary

Sessions



User Type

Sessions

Sessions

Contribution to total: Sessions

1. Returning Visitor

9,915

% of Total: 100.00% (9,915)

9,915

% of Total: 100.00% (9,915)

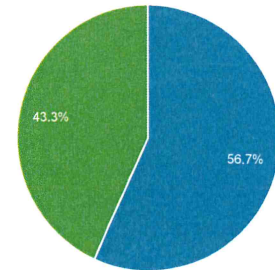
5,620

56.68%

2. New Visitor

4,295

43.32%



Rows 1 - 2 of 2

Browser & OS

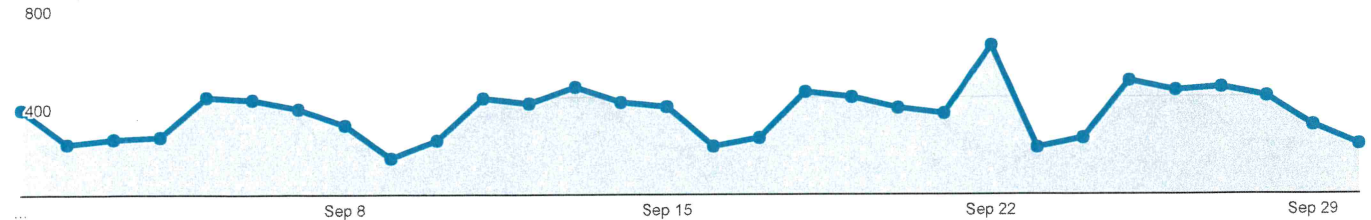
Sep 1, 2017 - Sep 30, 2017

All Users
100.00% Sessions

Explorer

Summary

Sessions



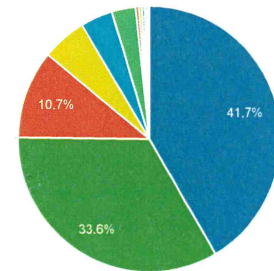
Browser

Sessions

Sessions

Contribution to total: Sessions

	9,915 % of Total: 100.00% (9,915)	9,915 % of Total: 100.00% (9,915)
1. Chrome	4,132	41.67%
2. Safari	3,327	33.56%
3. Internet Explorer	1,064	10.73%
4. Firefox	542	5.47%
5. Edge	396	3.99%
6. Samsung Internet	286	2.88%
7. Android Webview	44	0.44%
8. Amazon Silk	34	0.34%
9. Safari (in-app)	34	0.34%
10. Android Browser	30	0.30%



Rows 1 - 10 of 17

Overview

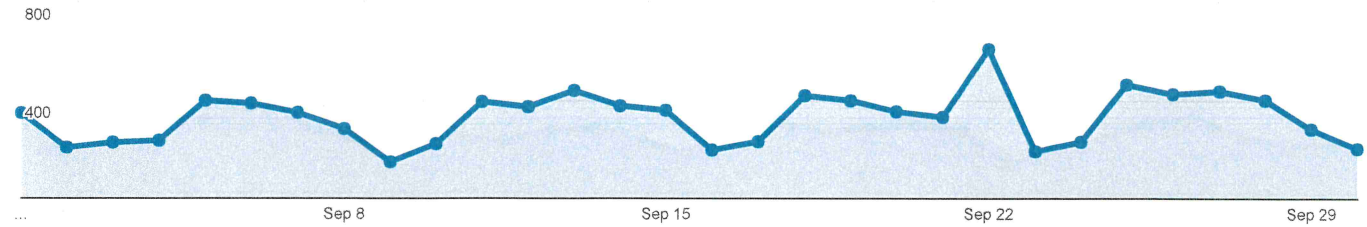
All Users
100.00% Sessions

Sep 1, 2017 - Sep 30, 2017

Explorer

Summary

Sessions



Device Category

Sessions

Sessions

Contribution to total: Sessions

9,915

% of Total: 100.00% (9,915)

9,915

% of Total: 100.00% (9,915)

1. desktop

5,062

51.05%

2. mobile

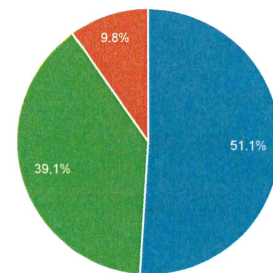
3,880

39.13%

3. tablet

973

9.81%



Rows 1 - 3 of 3

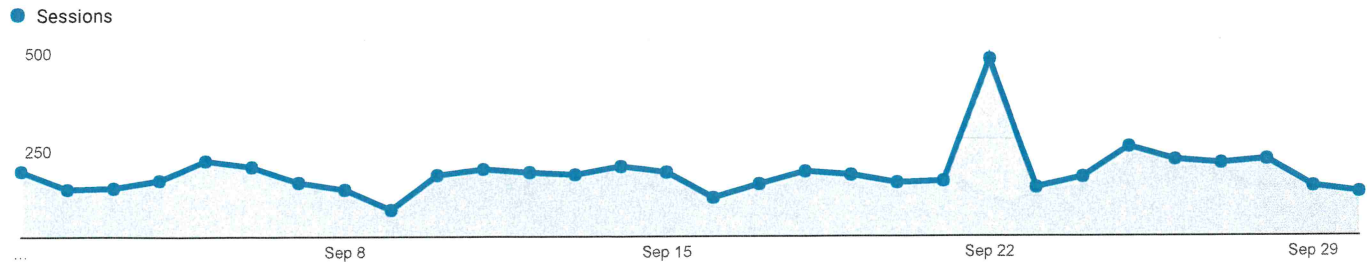
Devices

All Users
48.95% Sessions

Sep 1, 2017 - Sep 30, 2017

Explorer

Summary



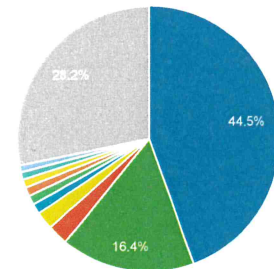
Mobile Device Info

Sessions

Sessions

Contribution to total: Sessions

	4,853 % of Total: 48.95% (9,915)	4,853 % of Total: 48.95% (9,915)
1. Apple iPhone	2,161	44.53%
2. Apple iPad	795	16.38%
3. (not set)	122	2.51%
4. Samsung SM-G930V Galaxy S7	105	2.16%
5. Samsung SM-G900V Galaxy S5	61	1.26%
6. Samsung SM-G955U Galaxy S8+	54	1.11%
7. Microsoft Windows RT Tablet Windows RT Tablet	53	1.09%
8. Samsung SM-G920V Galaxy S6	48	0.99%
9. Samsung SM-G950F Galaxy S8	45	0.93%
10. Samsung SM-G935P Galaxy S7 Edge	42	0.87%



Rows 1 - 10 of 319

Landing Pages

Sep 1, 2017 - Sep 30, 2017

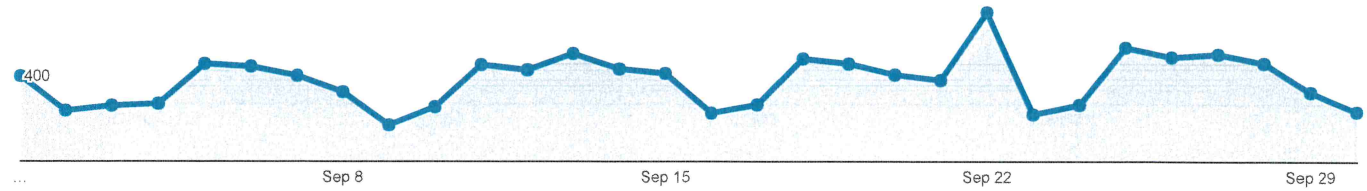
All Users
100.00% Entrances

Explorer

Summary

Sessions

800



Landing Page

Sessions

Sessions

Contribution to total: Sessions

9,915

% of Total: 100.00% (9,915)

9,915

% of Total: 100.00% (9,915)

1. /

2,456

24.77%

2. /Jobs/jobopenings.htm

1,381

13.93%

3. /transportation/CAThome
page.htm

1,011

10.20%

4. /Departments/swim/swimc
enter.htm

1,002

10.11%

5. /transportation/routes.htm

332

3.35%

6. /maps/map.htm

277

2.79%

7. /CityGovernment/plannin
g_commission/planningco
mmission.htm

182

1.84%

8. /Departments/develop_se
rvices/development_ser
v.htm

178

1.80%

9. /Departments/swim/sched
ule.htm

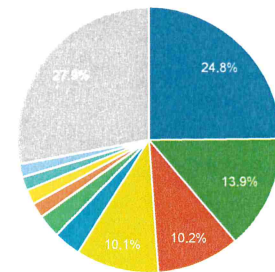
166

1.67%

10. /cityservices/utilities.htm

159

1.60%



Rows 1 - 10 of 127

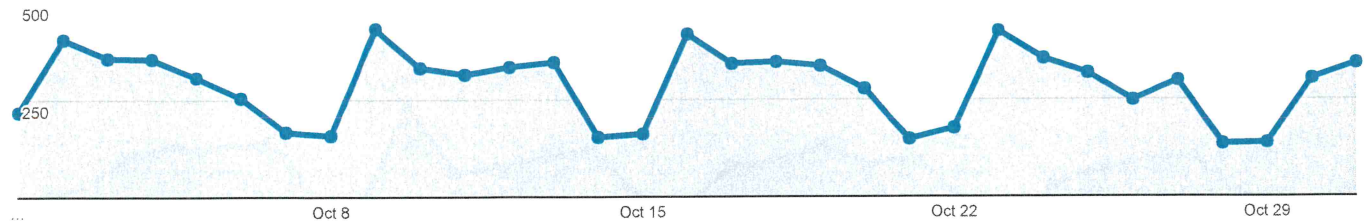
Audience Overview

Oct 1, 2017 - Oct 31, 2017

All Users
100.00% Sessions

Overview

Sessions



Sessions

8,834

Users

4,744

Pageviews

18,430

Pages / Session

2.09

Avg. Session Duration

00:01:29

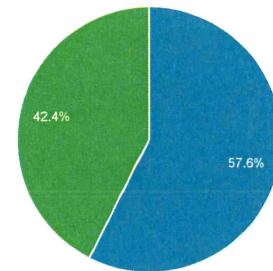
Bounce Rate

60.74%

% New Sessions

42.44%

Returning Visitor New Visitor



Language

Sessions % Sessions

1. en-us	8,646	97.87%
2. en-gb	54	0.61%
3. es-419	32	0.36%
4. es-xl	15	0.17%
5. en	9	0.10%
6. ja	8	0.09%
7. ja-jp	7	0.08%
8. en-ca	6	0.07%
9. de-de	5	0.06%
10. ko	5	0.06%

New vs Returning

Oct 1, 2017 - Oct 31, 2017

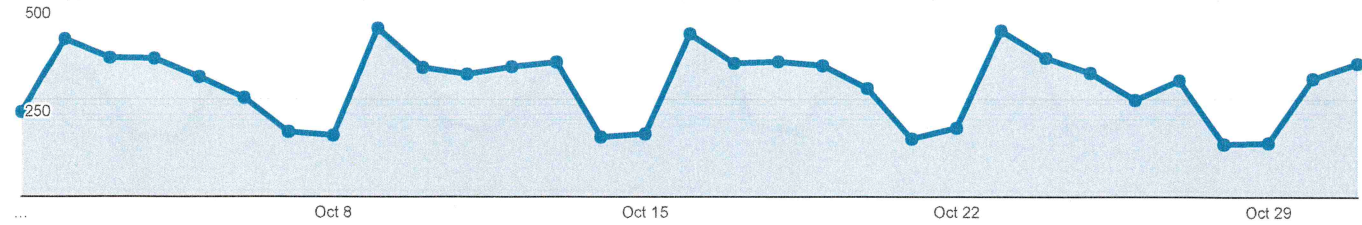


All Users
100.00% Sessions

Explorer

Summary

Sessions



☐ User Type

Sessions

Sessions

Contribution to total: Sessions

8,834

% of Total: 100.00% (8,834)

8,834

% of Total: 100.00% (8,834)

1. ☒ Returning Visitor

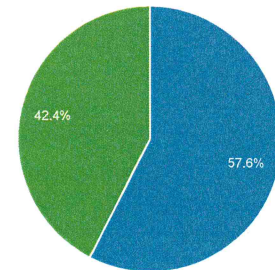
5,084

57.55%

2. ☐ New Visitor

3,750

42.45%



Rows 1 - 2 of 2

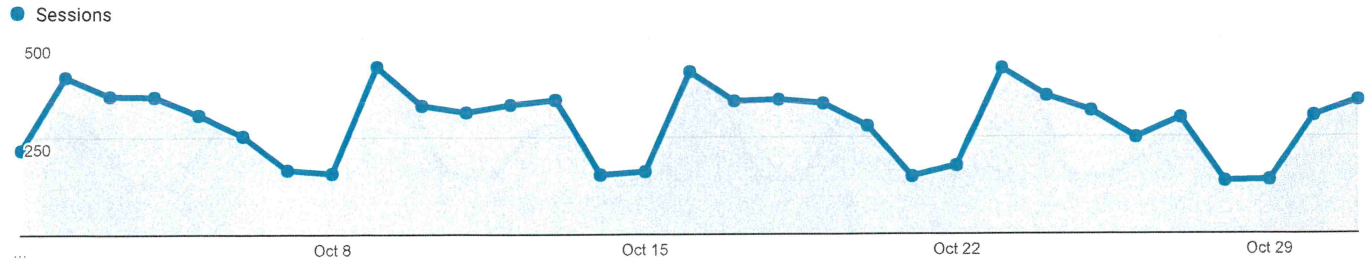
Browser & OS

Oct 1, 2017 - Oct 31, 2017

All Users
100.00% Sessions

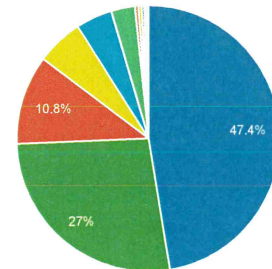
Explorer

Summary



Browser	Sessions		Sessions	
		% of Total: 100.00% (8,834)		% of Total: 100.00% (8,834)
1. Chrome	4,191		4,191	47.44%
2. Safari	2,384		2,384	26.99%
3. Internet Explorer	956		956	10.82%
4. Firefox	507		507	5.74%
5. Edge	393		393	4.45%
6. Samsung Internet	256		256	2.90%
7. Android Webview	39		39	0.44%
8. Amazon Silk	33		33	0.37%
9. Safari (in-app)	30		30	0.34%
10. Android Browser	14		14	0.16%

Contribution to total: Sessions



Rows 1 - 10 of 19

Overview

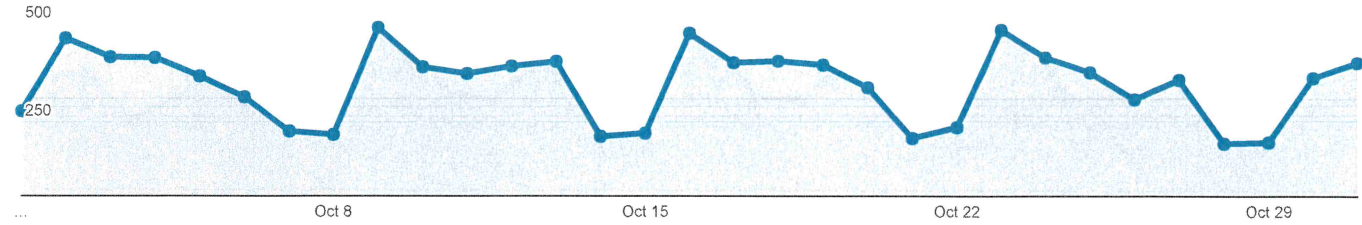
All Users
100.00% Sessions

Oct 1, 2017 - Oct 31, 2017

Explorer

Summary

Sessions



Device Category

Sessions

Sessions

Contribution to total: Sessions

1. desktop

8,834

% of Total: 100.00% (8,834)

8,834

% of Total: 100.00% (8,834)

2. mobile

4,987

56.45%

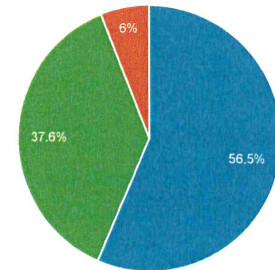
3. tablet

3,318

37.56%

529

5.99%



Rows 1 - 3 of 3

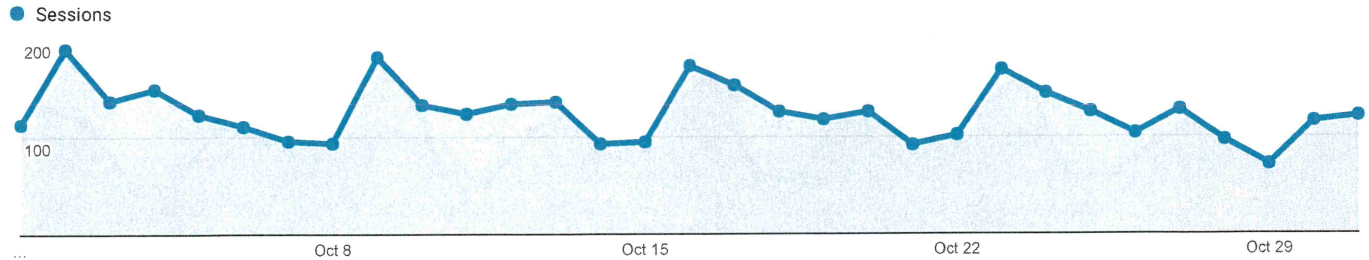
Devices

All Users
43.55% Sessions

Oct 1, 2017 - Oct 31, 2017

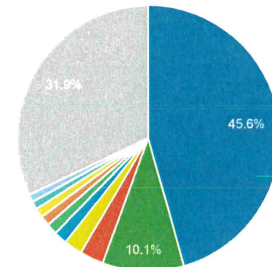
Explorer

Summary



Mobile Device Info	Sessions	
	Sessions	Sessions
	3,847 % of Total: 43.55% (8,834)	3,847 % of Total: 43.55% (8,834)
1. Apple iPhone	1,754	45.59%
2. Apple iPad	387	10.06%
3. (not set)	110	2.86%
4. Samsung SM-G930V Galaxy S7	87	2.26%
5. Samsung SM-G900V Galaxy S5	62	1.61%
6. Samsung SM-G955U Galaxy S8+	53	1.38%
7. LG MS210 Aristo	47	1.22%
8. Samsung SM-G920V Galaxy S6	43	1.12%
9. LG LGL52VL Treasure LTE	38	0.99%
10. Samsung SM-G950F Galaxy S8	37	0.96%

Contribution to total: Sessions



Rows 1 - 10 of 302

Landing Pages

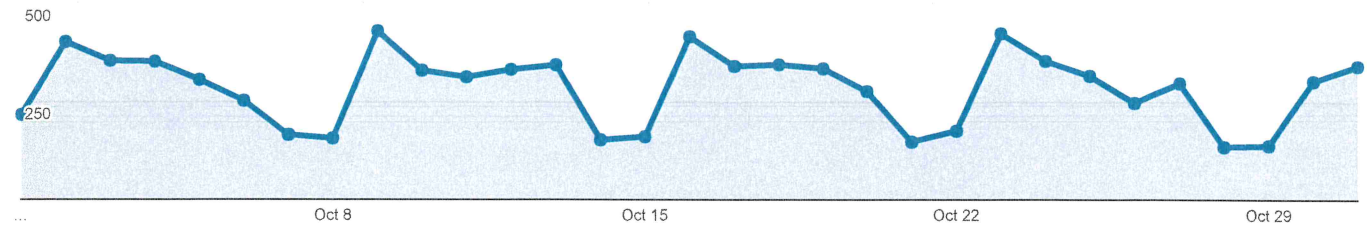
Oct 1, 2017 - Oct 31, 2017

All Users
100.00% Entrances

Explorer

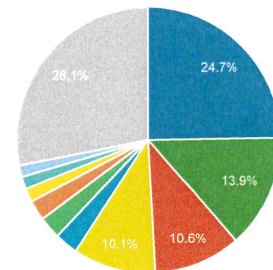
Summary

Sessions



Landing Page	Sessions	
	Sessions	Sessions
	8,834 % of Total: 100.00% (8,834)	8,834 % of Total: 100.00% (8,834)
1. /	2,178	24.65%
2. /Jobs/jobopenings.htm	1,229	13.91%
3. /Departments/swim/swimcenter.htm	935	10.58%
4. /transportation/CAThome page.htm	896	10.14%
5. /transportation/routes.htm	252	2.85%
6. /Departments/development_services/development_service.htm	241	2.73%
7. /CityGovernment/planningcommission/planningcommission.htm	214	2.42%
8. /transportation/transittax.htm	151	1.71%
9. /Departments/departments.htm	132	1.49%
10. /cityservices/utilities.htm	125	1.41%

Contribution to total: Sessions



Rows 1 - 10 of 115

City of Canby Bi-Monthly Report

Department: Transit



For: the months of September and October, 2017

Date: November 3, 2017

Prepared by: Julie Wehling

Through: Rick Robinson, City Administrator

1) Grant Funding and Contracts:

- a) Monthly Elderly and Disabled transportation reports were submitted to TriMet.
- b) The TriMet Quarterly Report was submitted.
- c) All grant contracts for the fiscal year have been executed.
- d) Contract GO180812EV from TriMet for a Special Transportation Fund (STF) grant (\$240,000 for 2 years) was executed September 21, 2017.

2) Ridership:

Year to date for FY 2017-18 total ridership was down by 8.25 percent as compared to the previous fiscal year. During this report period CAT provided:

- a) 5,891 rides in September (11.39% fewer than September of 2016).
 - 1,285 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 3.63% more than were provided during September of 2016.
 - 3,282 to Oregon City (14.62% fewer rides than September of 2016).
 - 1,324 to Woodburn (15.35% fewer rides than September of 2016)
- b) 6,955 rides in October (6.02% more rides than October of 2016).
 - 1,524 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 18.14% more rides than were provided during October of 2016.
 - 3,932 to Oregon City (0.72% more rides than October of 2016).
 - 1,508 to Woodburn (9.67% more rides than October of 2016).

October ridership was 6.02 percent higher than October the previous year. This is the first increase in the total monthly ridership comparison to the same month in the previous year since May of 2015.

Updates:

- a) The Rider of the Month for September was Kenneth Ridings and the winner for October was Letny Bogarin. Both riders received a free bus pass and other goodies.
- b) In September and October we provided 384 same day rides on a space available basis.
- c) The draft Transit Master Plan was presented to the City Council on September 6th

and to members of the public and the Transit Advisory Committee on September 28th. The public meeting on the 28th was provided in English and in Spanish. The Transit Master Plan draft was available for public comment from August 29th through the 13th of October.

4) Collisions and Incidents

- a) There were no accidents or incidents in September.
- b) On October 17th a bus had a minor incident when the rear bumper of a bus was caught on a sign post. On October 26th a bus side mirror was cracked when a vehicle hit the mirror but did not stop. No one was injured in either incident and there was very minor damage to the buses and no other damage.

5) Events Attended: City staff, contractors and/or volunteers represented CAT or participated in activities and trainings in the following venues:

- On September 7th Julie Wehling attended the C4 meeting in Oregon City.
- On September 9th Julie Wehling attended the Bridging Cultures Lunch in the Park event to encourage attendance at the public meeting on September 28th and announce the public comment period for the Transit Master Plan.
- On September 11th Julie Wehling attended a tour of the Sunrise Corridor which proceeded the ODOT Region 1 ACT meeting held at Camp Withycombe; which she also attended.
- On September 15th Julie Wehling attended a Special Transportation Fund Advisory Committee (STFAC) work session meeting.
- On September 19th a group of 5 Clackamas County Transit Directors toured the City of Canby Transit facilities including the CAT offices, bus yard and transit center. And held their meeting at CAT. The group meets periodically to discuss transit issues and grant funding options.
- On September 27th Julie Wehling attended a Service Integration Team (SIT) meeting in Marion County.
- On September 28th the Transit Advisory Committee held their regular meeting and hosted a public meeting regarding the Transit Master Plan.
- From September 30th to October 4th Julie Wehling, Carol Luce and Nancy Muller attended the Oregon Public Transit Conference in Pendleton, OR. Nancy was a judge in the 2017 Bus Roadeo.
- On October 6th Julie Wehling attended a One-Call/One-Click workshop at Ride Connection in Portland.



City of Canby Bi-Monthly Report

Department: Wastewater Treatment Plant

For Months of:

September & October 2017

To: The Honorable Mayor Hodson & City Council
From: Dave Conner, Lead Operator
Through: Rick Robinson, City Administrator
Date: November 2, 2017

Facility Operations & Maintenance

The water quality for the months of September and October remain good with no violations. Plant Operators continue daily process control and operations of the plant to maintain NPDES permit compliance. The new CIP (Sludge Storage Tank) construction project is in final stages of completion with the contractor working on punch list items. The only remaining large item is completion of the lime Silo electrical panel and a short section of process air piping.

The list below highlights a few of the tasks completed since the last bi-monthly report.

- Effluent shutdown to set up for bypass piping during construction updates of effluent chamber.
- Worked with contractors coordinating process control run times during lime silo updates.
- Pulled recirculation pump #4 and sent in for rewind.
- Majority of time this month was spent testing new pumps, motors, level sensors, variable frequency drives along with programming and testing of our SCADA system.
- Continue working daily with contractors as punch list items are being worked on or completed.
- Routine daily maintenance, repairs, and cleaning of plant.

Biosolids Program:

- Belt ran 14 days in **September**.
- 4 loads to Heard Farms, 102 wet tons.
- Belt ran 11 days in **October**.
- 6 loads to Heard Farms, 163 wet tons.

Pretreatment Inspection/Reporting, FOG Program

September

- Pump Outs: 25
- Inspections: 12 fog, 4 pretreatment

October

- Pump Outs: 18
- Inspections: 1 fog, 7 pretreatment

Pretreatment Activities

- Reviewed September/October Business License renewals.
- Conducted inspection of Johnson Controls Battery Group, Inc. wastewater treatment system with new operator,
- Updated master Industrial User Inventory Database for the City of Canby.
- Developed 4 Pretreatment tracking databases that include calculations of pretreatment program costs (necessary for DEQ Annual Pretreatment Report): Sampling Lab Costs Spreadsheet, Enforcement Log (with FTE costs) Spreadsheet, IU Inspection Log (with FTE costs) and FOG Inspection/Enforcement Log (with FTE Costs).
- Issued a Consent Order to Kendal Floral to install shut off valve in response to pH violation.
- Conducted permit compliance sampling at Kendal Floral, LLC to ensure wastewater discharge compliance.
- Conducted an inspection at Kendal Floral, LLC to ensure the required shut-off valve operates effectively to prevent the discharge of low pH wastewater to the sanitary sewer.
- Conducted pretreatment inspections each at Kendal Floral (3) and Package Containers, Inc.(2), West Automotive Products, SMS Auto Fabrics, Northwest Machine Works, Oregon Machine Works, Canby Herald and American Steel.
- Issued a BMP Agreement to Package Containers, Inc. to manage high pH wastewater and colored discharge.
- Conducted FOG inspections at Biscuits Café, Zoar Lutheran Church, Joy Kitchen, Roxy's Island Grill, La Conasuper Market, Safeway, KFC/A&W, El Chilitos, Ebner's Custom Meats, Cutsforth Thriftway and Fultanos Pizza. (Increased cleaning frequency of Ebner's grease trap from every 3 months to every month).

- Met with Brooks Cutsforth (owner) and plumber at Cutsforth Thriftway to determine plumbing map and address all areas generating FOG in the store. Owner has agreed to install new and larger FOG control devices.
- Taco Bell installed a new and larger grease trap to ensure compliance with the City of Canby SUO. Store has agreed to install a new interceptor in May of 2018.
- Required Roxy Island to install a second grease trap within 30 days. (Grease trap installed)
- Provided FOG informational and BMP materials to FES's when conducting inspections.

Daily Lab Activity

- Routine daily/weekly lab procedures, process control and permit testing.
- Started performing weekly OUR/SOUR testing.
- Mailed completed Bioassay Test Results to DEQ.
- Completed biosolids analysis testing.
- Perform weekly AB calibration for YSI O2 probes.
- Calibrated pH probes on Influent and Aeration Basin
- Monthly equipment maintenance.
- Continual review of Lab SOP's.

Meetings and Training Attended

These meetings, conference's or training were completed by either one or more of the wastewater treatment plant personnel Dave Conner, Bob Wengert, Dave Frahm, Jon Patrick or Daryll Hughes.

- Daily staff and operations meeting.
- Plant equipment training.
- Attended ACWA Pretreatment meeting.
- City Safety Committee Meeting.
- Attended the PNSCTA Pretreatment Workshop.
- All participated in annual earthquake drill.