



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

October 15, 2014

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

*Council President Tim Dale
Councilor Clint Coleman
Councilor Traci Hensley*

*Councilor Greg Parker
Councilor Ken Rider
Councilor Todd Rocha*

CITY COUNCIL REGULAR MEETING

1. **CALL TO ORDER- 6:30 PM – City Hall Conference Room** – The Council will immediately go into Executive Session with the Regular Session following at 7:30 PM in the Council Chambers.
2. **EXECUTIVE SESSION: ORS 192.660(2)(e) Real Property**
3. **OPENING CEREMONIES – 7:30 PM – Council Chambers**
 - A. Pledge of Allegiance and Moment of Silence
4. **COMMUNICATIONS**
5. **CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens 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.)
6. **MAYOR'S BUSINESS**
7. **COUNCILOR COMMENTS & LIAISON REPORTS**
8. **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 October 1, 2014 City Council Work Session & Regular Meeting
9. **PUBLIC HEARING**
 - A. Canby Area Transit's 2014 Civil Rights Program Title VI, Limited English Proficiency Plan

Pg. 1

10. RESOLUTIONS & ORDINANCES

- A. Res. 1200, Adopting Canby Area Transit's 2014 Civil Rights Program Title VI, Limited English Proficiency Plan Pg. 3
- B. Ord. 1404, Authorizing a Lease Agreement with Pioneer Property, LLC for the Rental of Property for Canby Area Transit Parking; and Declaring an Emergency (2nd Reading) Pg. 38

11. NEW BUSINESS

- A. Recommendation for Marketing Downtown City Owned Buildings Pg. 53
- B. Vertical Housing Tax Credit Incentive Pg. 58

12. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

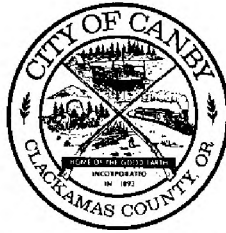
13. CITIZEN INPUT

14. ACTION REVIEW

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

16. 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, MMC, City Recorder at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. 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.



MEMORANDUM

DATE: OCTOBER 3, 2014
TO: BRIAN HODSON AND CANBY CITY COUNCIL
FROM: JULIE WEHLING, TRANSIT DIRECTOR
THROUGH: AMANDA ZEIBER, INTERIM CITY ADMINISTRATOR
RE: RESOLUTION 1200 - CANBY AREA TRANSIT'S 2014 CIVIL RIGHTS PROGRAM
TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN

Issue: Canby Area Transit (CAT) is required by the Federal Transit Administration and the Rail and Public Transit Division of ODOT to draft and maintain a written plan for compliance with Title VI of the Civil Rights Act of 1964.

Background: CAT adopted its original Title VI Plan on July 1, 2008. Since then the Federal Transit Administration has issued Circular FTA C 4702.1B which updates previous guidance on Title VI Programs and Plans. All transit operations have been required to update their Title VI Plans according to the FTA Circular.

CAT's plan has been reviewed by staff and the ODOT Office of Civil Rights. CAT is required to post public notices regarding its Title VI Non-Discrimination Policy that include how to make a complaint if a person believes they have discriminated against based on race, color or national origin.

This plan, complaint forms and complaint process were presented to the Transit Advisory Committee and a group of more than 15 community members on September 23, 2014. Prior to the community meeting fliers in both English and Spanish announcing the meeting were posted at the Transit Center, distributed on the buses, at the Canby Library, the Canby Center, the Canby Adult Center; at the Kiss Summer Goodbye Party, and at two Bridging Cultures events on September 6th and 20th. Notices were sent to the schools and several churches. A press release was issued and notices were posted in English and Spanish on the website. All in an effort to notify as many people as possible and specifically get the word out to the members of the community who have limited English proficiency.

The meeting materials and notices were provided in both English and Spanish. Attendees commented and asked questions and staff responded in English and via an interpreter in Spanish.

Recommendation: Staff recommends the adoption of Resolution 1200 which adopts the 2014 CIVIL RIGHTS PROGRAM *TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN*.

Motion: “I move to adopt Resolution 1200, A RESOLUTION ADOPTING CANBY AREA TRANSIT’S 2014 CIVIL RIGHTS PROGRAM *TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN*.”

Attached: Resolution 1200 and Exhibit “A”

RESOLUTION NO. 1200

A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2014 CIVIL RIGHTS PROGRAM TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN

WHEREAS, Canby Area Transit (CAT) is required by the Federal Transit Administration and by the Oregon Department of Transportation's (ODOT) Rail and Public Transit Division to draft and maintain a Civil Rights Program Title VI, Limited English Proficiency Plan for its public transportation services.

WHEREAS, the City is committed to complying with Title VI of the Civil Rights Act of 1964 which states: "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

IT IS HEREBY RESOLVED that the document entitled 2014 Civil Rights Program, Title VI, Limited English Proficiency Plan, attached hereto as Exhibit "A" and by this reference incorporated herein, is adopted by the Canby City Council.

This resolution is effective October 15, 2014.

ADOPTED by the Canby City Council on the 15th day of October 2014.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



2014

Civil Rights Program

Title VI, Limited English Proficiency Plan

Julie Wehling
Transit Director
P.O. Box 930
Canby, OR 97013
Phone: 503-266-4022
Email: wehlingj@ci.canby.or.us



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Introduction

This program reflects the City of Canby's commitment to ensuring that no person shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by the City of Canby or Canby Area Transit (CAT)

Signed Policy Statement

A policy statement signed by the Transit Director assuring Canby Area Transit's compliance with Title VI of the Civil Rights Act of 1964 can be found as *Appendix A*.

Notification of CAT's Title VI obligations

Canby Area Transit publicizes its Title VI program by posting the following notices in English and Spanish on the CAT website, customer brochures, and at City owned facilities and on all CAT buses.

Title VI Notice to the Public – English

PUBLIC NOTICE Title VI Non-Discrimination Policy

Canby Area Transit respects civil rights

The City of Canby and Canby Area Transit (CAT) operate equal opportunity programs without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law. For more information contact the Transit Director at 503 266-4022, Oregon Relay Service 800 735-2900 or email cat@ci.canby.or.us.

Canby Area Transit's Title VI Policy Statement

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Canby Area Transit is committed to complying with the requirements of Title VI in all of its programs and activities.

Making a Title VI Complaint

Any person who believes that they have been aggrieved by an unlawful discrimination practice under Title VI may file a complaint with the Canby Area Transit a department of the City of Canby. Such complaints must be made in writing and filed with the City of Canby within 180 days following the date of the alleged discrimination occurrence. For information on how to file a complaint, contact CAT by any of the methods provided below: Complaint forms may be downloaded from our website at www.canbyareatransit.org

Mail:

Canby Area Transit (CAT)
Transit Director
PO BOX 930
Canby, OR 97013

Phone: 503-266-0751

Oregon Relay Service 800 735-2900

FAX: 503-263-6284

Email: cat@ci.canby.or.us

A complainant may also file a complaint directly with the Federal Transit Administration: Office of Civil Rights, Attn: Title VI Program Coordinator, East Building 5th Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. If information is needed in another language please call 503-266-0751.

Title VI Notice to the Public- Spanish

Título VI Política de No Discriminación

El Área de Tránsito de Canby respeta los derechos civiles

De acuerdo con el Título VI de la Ley de Derechos Civiles, con ORS Capitulo 659A o con otras leyes aplicables. El Transporte del Área de Canby (CAT) opera programas ofreciendo igualdad en la oportunidad sin considerar la raza, el color, el origen nacional, Para más información contacte al Director del Transporte del Área de Canby al 503 266-4022, al Servicio de Retransmisión de Oregón al 800 735-2900 o email a cat@ci.canby.or.us.

Declaración de la Política del Título VI del Transporte del Área de Canby

El Título VI de la Ley de Derechos Civiles de 1964 establece:

“Ninguna persona en los Estados Unidos, por motivos de raza, color, o nacionalidad de origen, será excluida de cualquier programa o actividad que reciba ayuda financiera Federal, o se le impedirá participar en ellos, o se le negarán los beneficios de los mismos, o será sujeta a discriminación en esos programas o actividades.”

El Transporte del Área de Canby está abocada a cumplir con los requisitos del Título VI en todos sus programas y actividades.

Cómo hacer una Queja bajo el Título VI

Toda persona que crea que ha sido agredida por una práctica discriminatoria ilegal según el Título VI puede presentar una queja ante el Transporte del Área de Canby, un departamento de la Ciudad de Canby. Tales quejas deben hacerse por escrito, presentarse ante la Ciudad de Canby dentro de los 180 días siguientes a la fecha del alegado acto discriminatorio. Para información sobre cómo presentar una queja, contacte a CAT mediante cualquiera de los medios provistos debajo.

Transporte del Área de Canby (CAT)
Director de Tránsito
PO BOX 930
Canby, OR 97013

Teléfono:
503 266-0751
Servicio de Retransmisión de Oregón 800 735-2900
FAX: 503 263-6284
Email: cat@ci.canby.or.us

El demandante también puede mandar una queja directamente a la oficina de Administración Federal de tránsito: Office of Civil Rights, Attn: Title VI Program Coordinator, East Building 5th Floor, TCR, 1200 New Jersey Ave., SE, Washington, DC, 20590.

Si se necesita informacion en otro idioma de contacto, (503) 266.0751

Title VI Complaint Procedure (English) (Spanish- *Appendix B*)

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the City of Canby- Canby Area Transit may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form which can be accessed as indicated in the notice above. Our process for addressing a civil rights complaint is as follows:

- Once the complaint is received, CAT will review it to determine if the City has jurisdiction. The complaint will be logged and the complainant will receive an acknowledgement letter within 14 days informing her/him whether the complaint will be investigated by our office.
- Any complaint CAT receives that deals with federal civil rights issues will be reviewed by the Transit Director and forwarded to the City Administrator, Risk Manager, and City Attorney.
- Once the City logs the complaint CAT has 60 days to resolve the issue, not including the appeal process.
- An investigation will be conducted which will include the basis of the alleged complaint; when and where the incident occurred; and, as necessary, the identification and interview of involved parties, the review and pertinent documents and other factual information from appropriate sources.
- In the case of federal civil rights issues, all information and discussions relating to the investigation are maintained and retained in an investigation file. Information will be kept as confidential as possible.
- Based upon conclusion of a thorough investigation the City of Canby- CAT will follow up with the complainant. This follow up will include one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and summarizes the findings and suggests appropriate action along with proposed resolution.
- If the complainant wishes to appeal the decision, he/she has 14 days after the date of the letter or the LOF to submit in writing a request for an appeal to the Transit Director for review by the Transit Advisory Committee (TAC). The complainant may have an opportunity to be heard in person at a TAC meeting. Following the TAC review and recommendation the City Council will make a final decision.

Title VI Complaint Form (English & Spanish)

Refer to *Appendix C and D*

Transit-related Title VI Investigations, Complaints and Lawsuits

The City of Canby maintains an active log of all civil rights complaints. A copy of the current log is available upon request by submitting a public records request. A public records request is available on the City website at the following link; [City of Canby Public Records Request](#).

CAT has no Title VI complaints, investigations, or lawsuits filed against it.

Public Participation Plan

The City of Canby-CAT's public involvement strategy offers continuous opportunities for the public to be involved in proposed transportation decisions, such as service design changes, new services, fare changes, and changes of service policy. The primary mechanism for the public to participate is to attend the monthly Transportation Advisory Committee (TAC) meetings or City of Canby City Council meetings. These meetings are advertised in the local paper and are open public meetings and held in locations that are wheelchair accessible.

All public meetings offer translation services and information in alternate formats and minutes from the meeting are available in English and other languages upon request. The TAC meeting is held the third Thursday of each month at Canby City Hall, 182 North Holly Street, Canby, Oregon, Conference Room 5:30 – 7:00. The City Council meetings are held monthly on the first and third Wednesdays at 155 NW 2nd Avenue, Canby, Oregon. City Council meetings are also broadcast live over the local cable television station.

CAT meets the goals outlined in the Oregon Department of Transportation Public Transit State Management Plan for public involvement. CAT seeks out and considers the viewpoints of minority, low-income and LEP populations in the course of conducting public outreach and involvement activities. (Refer to LEP plan attached). CAT provides private sector providers with a reasonable opportunity to comment on plans, programs, and to be included in coordinated plans. The following is a general description of CAT processes, which vary depending on the subject, purpose and scope of the program, policy or decision.

- a. Rider and general public surveys
- b. Open public meetings (TAC, City Council, Planning Commission)
- c. Technical work groups
- d. Website information
- e. Solicitation of comments
- f. Involve customers and potential customers in development of plans, policies, service changes, and funding decisions. CAT conducts broad outreach during planning processes such as Transit Master Plan or ADA plan updates or major service changes and riders, general public and stakeholders are notified and invited to participate and comment.
- g. Make plans available in alternate formats, Spanish, and other languages as necessary and hold public hearing (s) with adequate notice of the hearing, including advertisement in local paper, on website, and to special interest circulation.
- h. Develop contacts and mailing lists for LEP and ADA customers and transit stakeholders

Summary of Public Participation Efforts

CAT complies with grant-related public involvement requirements as defined by grant application documents. The following is a summary of CAT's public participation efforts over the last few years.

Printed Materials:

CAT has translated service information on CAT's website and published materials into Spanish. General information about CAT services is posted on CAT's website in English and Spanish and translations to other languages are available upon request. Fixed route schedules and Dial-A-Ride service information are printed and distributed in English and Spanish. Outreach materials, surveys, flyers, press releases and meeting notices for major service changes are available in English and Spanish.

Phone Access:

CAT's phone system includes a Spanish option on the CAT recorded messages. CAT contracts for translation services through Certified Languages International and Passport to Languages to provide verbal, written and in person translation services whenever necessary. Dispatchers are able to connect non-English speaking customers to a translator to respond to questions about CAT services.

Planning and Service Changes

Since 2007 CAT has conducted outreach to the Limited English Proficiency populations in Canby. CAT developed surveys, held public meetings in English and Spanish when developing its initial Transit Master Plan process in 2007/2008.

In 2011 CAT instituted major service changes including service reduction, elimination of fixed routes and addition of general public Dial-A-Ride. CAT notified riders with notices in English and Spanish posted on all buses, the website, at transit center and transit hubs. CAT notified the schools and worked with the Spanish librarian to get information distributed to the Latino community. Information was also distributed at apartment complexes and churches with high concentration of LEP populations. Public meetings were held on June 8, August 8, and September 14, 2011 and the public was also able to make comment at City Council meetings held on the first and third Wednesday of each month.

Implementation of Fare

CAT implemented a General Public Dial-A-Ride \$1 fare on January 2, 2012 and implemented the fare system wide on October 1, 2012. The suggestion to charge a fare came from customer input received at the public meetings regarding service reduction held in August and September of 2011. The Transit Advisory Committee acted on this input on October 12, 2011 by recommending that the City Council consider implementing a \$1 fare. On November 16, 2011 the City Council adopted Resolution 1117 which established the fare which was implemented in stages. In 2013 the Transit Advisory Committee recommended to the City Council that the Discounted Monthly Pass be eliminated and all Monthly Passes be sold at the discounted price of \$20. The council acted on the recommendation with Resolution 1179 which took effect on April 1, 2014. These changes were posted on vehicles, the CAT website, and at the Canby Transit Center (in English and Spanish). The changes were also presented in press releases and on the agenda for both Transit Advisory Committee meetings and City Council meetings with opportunities for public input.

Future Planning Efforts

In early 2015 CAT will be updating its Transit Master Plan and will continue public participation efforts designed to gather input and feedback from riders, stakeholders and LEP populations in Canby.

Language Assistance Plan

According to 2010 Census data, the CAT service area¹ population is approximately 20.3 percent Hispanic or Latino. In the City of Canby the population is approximately 21.3 percent Hispanic or Latino². In the CAT service area all other races and ethnicities comprise 4 percent of the total population. However, according to the 2012-2013 *Canby School District Report Card* an average of 24.5% of enrolled students (K-12) are classified as English Learners with as many as 10 different languages spoken.

CAT's services are important to all populations served. Services help all riders, including Hispanic and Latino individuals access a wide range of services in the community. Although it is unknown whether non-English speakers use CAT's services more or less frequently than all riders as a whole, CAT has determined that Spanish language translation services are needed because of the high number of Hispanic and Latino individuals living in the community. CAT's Language Assistance Services

- Translation of written materials: CAT has translated service information on CAT's website and in published materials into Spanish.
- Ad hoc language translation services: Ad hoc language translation services are available for Spanish and other languages as needed for individuals who call CAT. CAT contracts with a translation service that offers verbal, written, and in person translation for Spanish and other languages as requested.

LEP Monitoring and updates to this plan

CAT monitors the linguistic needs of its riders both formally and informally. Formally, CAT reviews available census data during each decennial census to determine whether adjustments to this LEP plan are required. CAT also maintains communication with The Canby School District to monitor demographic trends at a micro level. These data sources, combined with informal reports from the community help CAT maintain a current understanding of local linguistic patterns. Changes to the LEP plan are determined by the TAC and Canby City Council.

Employee LEP Training

CAT does not train employees to provide language assistance services to LEP persons at this time.

¹ See *Appendix E, F, G, and H* for additional details.

² According to American Community Survey 16.2% of Latino residents in the service area 5 years and older speak Spanish at home. Refer to *Appendix G*

Minority Representation Table

| | Caucasian | Latino | African American | Asian American | Native American |
|----------------------------|-----------|--------|---------------------|-------------------|--------------------|
| Service Area Population | 75.7% | 20.3% | .2% | 1.1% | .8% |
| City Council | 100% | 0% | 0% | 0% | 0% |
| TAC Committee | 85.8% | 14.2% | 0% | 0% | 0% |

Title VI Equity Analysis

CAT is aware of Title VI requirements to conduct equity analyses for all facility construction projects. CAT will follow requirements under the National Environmental Policy Act and other overarching planning processes to guide equitable consideration of facility sites and impacts.

Fixed Route Service Standards & Policies

Vehicle load

The average of all loads during the peak operating period does not exceed vehicles' achievable capacities. CAT owns 3 35' coaches (seating capacity 33-35), 8 minibuses 21' – 26' (seating capacity 14-21), 1 minivan (seating capacity 3)

Vehicle Headway

Commuter Service to Oregon City operates on approximately 60 minute headways during non-peak hours and 30 minute headways during peak hours from 5 am to 8 pm Monday through Friday. Commuter service to Woodburn is limited with service approximately every 2 ½ hours from 6:30 am to 7:00 pm. The only fixed-route service at this time is along Highway 99E within the City of Canby. CAT offers a General Public Dial-A-Ride service to all individuals traveling within the Canby Urban Growth Boundary between 8 am to 6 pm Monday through Friday. For customers who qualify CAT also provides Paratransit services within Canby and a premium service which operates from 6 am to 8 pm Monday to Friday. Scheduling involves the consideration of a number of factors including: ridership productivity, transit/pedestrian friendly streets, density of transit-dependent population and activities, relationship to the Regional Transportation Plan, relationship to major transportation developments, land use connectivity, and transportation demand management.

On time performance

CAT's 2013/14 on time performance for the Orange Line commuter route was 99.49 % and 97.96% for Dial-A-Ride service.

Service availability

CAT operates transit services in a slightly enlarged Canby Urban Growth Boundary. The service area is approximately 51.7 square miles. Countywide there are approximately 200 persons per square mile. CAT service area has a population of 17,097. The general public Dial-A-Ride is

available to 100% of the residents living within the service area. (*Appendix F*). The commuter fixed route service travels on Highway 99 from Woodburn to Oregon City and is available within 1 mile of 63% of residents within the CAT service area. CAT makes connections with TriMet in Oregon City and Woodburn Transit in Woodburn.

Amenities

There are three key transit centers within the City of Canby. CAT owns and operates the transit center located at 100 NE 1st Street which includes a driver break-room and public restroom, clock gazebo, 2 bus shelters, information kiosk and 7 reserved park and ride parking spaces. There are two transit hubs owned by private businesses. These hubs are located at Canby Square near Safeway and Canby Market Place near Fred Meyer. More than 70 bus stop signs will be installed in 2015.

Vehicle Assignment Policy

Vehicles are assigned based on the type of service being provided and operating characteristics of the route or demand response service. Try to get miles on older vehicles on Dial-A-Ride

Appendices

| | |
|-------------|--|
| Appendix A: | Non-Discrimination Policy Statement |
| Appendix B: | Title VI Complaint Procedures (Spanish) |
| Appendix C: | Title VI Complaint Form (English) |
| Appendix D: | Spanish Title VI Complaint Form (Spanish) |
| Appendix E: | 2010 Census Data for CAT Service Area |
| Appendix F: | CAT Service Area and Bus Routes |
| Appendix G: | Speak Spanish at Home Map |
| Appendix H: | Limited English Proficiency Plan |
| Appendix I: | Limited English Proficiency Community Contact List |
| Appendix J: | Canby Census Tracts 2010 |

Appendix A: Policy Statement

CANBY AREA TRANSIT TITLE VI NON-DISCRINIATION POLICY STATEMENT

July 1, 2014

Title VI of the Civil Rights Act of 1964 states:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Canby Area Transit is committed to complying with the requirements of Title VI in all of its programs and activities.

Julie Wehling
Transit Director

Español- Apéndice B: Título VI Procedimiento para Presentar Reclamos

Toda persona que cree que ha sido discriminada por su raza, color, u origen nacional, por el Área de Tránsito de la Ciudad de Canby, puede presentar un reclamo Título VI, al completar y entregar el Formulario de Reclamo Título VI, que se puede obtener como indicado arriba. El procedimiento que nosotros seguimos para recibir un reclamo sobre los derechos civiles, es el siguiente:

- Una vez que se haya recibido el reclamo, CAT lo revisará para determinar si la Ciudad tiene jurisdicción. Se tomará nota de la recepción y el reclamante recibirá una carta aviso dentro de los 14 días, informándole si se procederá a investigación.
- Todo reclamo que reciba CAT que tiene que ver con asuntos de derechos civiles a nivel federal, será revisto por el Director de Tránsito, y enviado al Administrador de la Ciudad, el Encargado de Riesgos y al Fiscal de la Ciudad.
- Una vez que la Ciudad tome nota del reclamo, CAT tiene un plazo de 60 días para resolver el asunto, sin incluir el proceso de apelación.
- Se llevará una investigación que incluirá el fundamento del supuesto reclamo; cuándo y dónde ocurrió el incidente; y, si es necesario, la identificación y entrevista de las partes involucradas, la revisión de documentación pertinente, y de otra información fáctica de fuentes apropiadas.
- En casos de derechos civiles a nivel federal, toda información y conversación es respetada, y los documentos relacionados con la investigación serán guardadas en un archivo confidencial
- Al concluir una exhaustiva investigación por parte de la Ciudad de Canby, CAT se pondrá en contacto con el reclamante. Este contacto incluirá una de dos cartas al reclamante: una carta de cierre del caso, o una carta de resumen de lo determinado. Una carta de cierre del caso resume las alegaciones y explica que no se encontró una violación al Título VI, y que por ende el caso se considera cerrado. Una carta de prueba, resume las alegaciones y también las entrevistas del supuesto incidente, y resume la prueba, sugiriendo una acción apropiada a seguir, además de una resolución del caso.
- Si el reclamante desea apelar la decisión, él o ella tiene un plazo de 14 días después de la fecha de la carta cierre o la carta resumen, para presentar por escrito un pedido de apelación al Director de Tránsito, para ser revista por el Comité de Consejos del Tránsito (TAC). El reclamante tendrá oportunidad de ser atendido y oído en persona en una junta del TAC. Después de la revisión y recomendación por parte del TAC, el Consejo de la Ciudad tomará la decisión final.

Appendix C: Title VI Complaint Form (English)

| | | | | |
|---|-------------|--|-------------------|----|
| Section I | | | | |
| Name: | | | | |
| Address: | | | | |
| Telephone (Home): | | | Telephone (Work): | |
| E-Mail Address: | | | | |
| Accessible Format Requirements? | Large Print | | Audio Tape | |
| | TTY | | Other | |
| Section II | | | | |
| Are you filing this complaint on your own behalf? | | | Yes* | No |
| *If you answered "yes" to this question, go to Section III. | | | | |
| If not, please supply the name and relationship of the person for whom you are complaining: | | | | |
| Please explain why you have filed for a third party: | | | | |
| Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. | | | Yes | No |
| Section III | | | | |
| I believe the discrimination I experienced was based on (check all that apply): <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Date of Alleged Discrimination (Month, Day, Year): _____ Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all person(s) who were involved, including the name and contact information of the person(s) who discriminated against you (if known). List name(s) and contact information of any witnesses. If more space is needed, please use the back of this form. | | | | |
| Section IV | | | | |
| Have you previously filed a Title VI complaint with this agency? | | | Yes | No |
| Section V | | | | |
| Have you filed this complaint with any other federal, state, or local agency, or with any federal or state Court? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply and enter name of agency or court: | | | | |

| | |
|---|--|
| <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____ | |
| Please provide information about a contact person at the agency or court where the complaint was filed. | |
| Name: | |
| Title: | |
| Agency: | |
| Address: | |
| Telephone: | |
| Section VI | |
| Name of agency complaint is against: | |
| Contact person: | |
| Title: | |
| Telephone: | |

Please attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature

Date

Please submit this form in person at the address below, or mail this form to:

Mail:

City of Canby
Transit Director
PO Box 930
195 S Hazel Dell Way, Suite C
Canby, Oregon 97013

Phone:

503-266-0751
Oregon Relay Service 800 735-2900

Fax: 503-263-6284

Email: cat@ci.canby.or.us

APPENDIX D: Title VI Complaint Form (Spanish)

City of Canby, Canby Area Transit - Title VI Formulario de Queja

| | | | | |
|--|--------------|--|---------------------|----|
| Sección I | | | | |
| Nombre: | | | | |
| Dirección: | | | | |
| Teléfono (Casa): | | | Teléfono (Trabajo): | |
| Correo Electrónico: | | | | |
| Formato accesibles en: | Letra Grande | | Cinta de audio | |
| | TTY | | Otro | |
| Sección II | | | | |
| ¿Está usted presentando esta queja en su propio nombre? | | | Sí * | No |
| * Si usted contestó "sí" a esta pregunta, pase a la sección III. | | | | |
| Si no es así, por favor proporcione el nombre y la relación de la persona por la que usted se queja: | | | | |
| Por favor, confirme que ha obtenido el permiso de la parte agraviada si usted está presentando en nombre de un tercero. | | | | |
| Por favor, explique por qué usted está presentado la queja por un tercero: | | | Sí | No |
| Sección III | | | | |
| Creo que la discriminación que experimenté fue basada en (marque todo lo que corresponda): <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional | | | | |
| Fecha de la discriminación alegada (Mes, Día, Año): _____ | | | | |
| Explique lo más claramente posible lo que pasó y por qué cree que fue discriminado. | | | | |
| Describa a la persona (s) que participaron, incluyendo el nombre y la información de contacto de la persona (s) que lo discriminó (si se tiene). Liste el nombre e información de contacto de cualquier testigo. Si se necesita más espacio, adjunte páginas adicionales.. | | | | |
| Sección IV | | | | |
| ¿Ha presentado anteriormente una queja de Derechos Civiles con esta agencia? | | | Sí | No |
| ¿Ha presentado anteriormente una queja del Título VI con esta agencia? | | | Sí | No |
| Sección V | | | | |
| ¿Ha presentado esta queja en cualquier otra agencia federal, estatal o local, o con cualquier corte federal o estatal? <input type="checkbox"/> Sí <input type="checkbox"/> No | | | | |

| |
|--|
| <p>En caso afirmativo, marque todo lo que corresponda y escriba el nombre de la agencia o de la corte:</p> <p>[] Agencia Federal _____ [] Corte Federal _____</p> <p>[] Agencia Estatal _____ [] Corte Estatal _____ [] Agencia Local _____</p> |
| Sírvanse proporcionar información acerca de la persona de contacto en la agencia o tribunal donde se presentó la queja. |
| Nombre: |
| Título: |
| Agencia: |
| Dirección: |
| Teléfono: |
| Sección VI |
| Nombre de la agencia de la cual la queja es en contra: |
| Persona de contacto: |
| Título: |
| Teléfono: |

Por favor adjunte cualquier material escrito o cualquier otra información que usted piensa que es relevante para su queja.

Firma y fecha abajo requieren.

Firma

Fecha

Por favor, envíe este formulario por fax, correo o correo electrónico:

Correo:

City of Canby
Transit Director
PO Box 930
195 S Hazel Dell Way, Suite C
Canby, Oregon 97013

Phone:

503-266-0751
Oregon Relay Service 800 735-2900

Fax: 503-263-6284

Correo Electrónico: cat @ci.canby.or.us

Appendix E: 2010 Census Data for CAT Service Area:

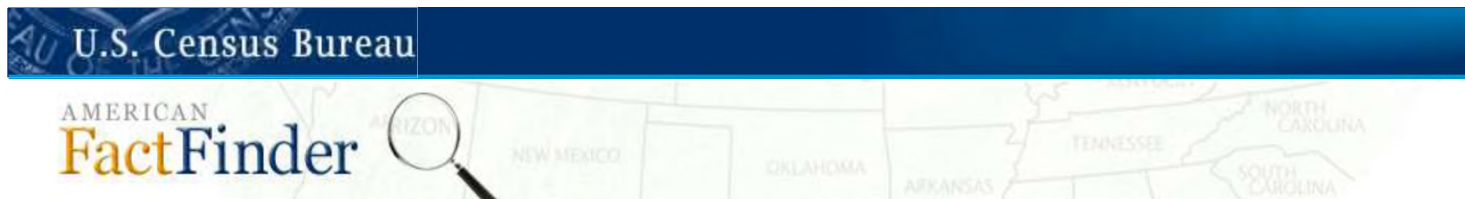
The following table displays demographic data from the 2010 census. Prepared by Portland State University, Population Research Center based on aggregation of 2010 census blocks with centroids in Canby UGB.

| CANBY AREA TRANSIT (CANBY UGB) | 2010 | |
|---|--------|--------|
| RACE | | |
| Total population | 17,097 | 100.0% |
| White alone | 13,992 | 81.8% |
| Black or African American alone | 97 | 0.6% |
| American Indian and Alaska Native alone | 200 | 1.2% |
| Asian alone | 183 | 1.1% |
| Native Hawaiian and Other Pacific Islander alone | 30 | 0.2% |
| Some Other Race alone | 2,113 | 12.4% |
| Two or More Races | 482 | 2.8% |
| HISPANIC OR LATINO AND RACE | | |
| Total population | 17,097 | 100.0% |
| Hispanic or Latino | 3,472 | 20.3% |
| Not Hispanic or Latino | 13,625 | 79.7% |
| White alone | 12,949 | 75.7% |
| Black or African American alone | 39 | 0.2% |
| American Indian and Alaska Native alone | 129 | 0.8% |
| Asian alone | 182 | 1.1% |
| Native Hawaiian and Other Pacific Islander alone | 20 | 0.1% |
| Some Other Race alone | 12 | 0.1% |
| Two or More Races | 294 | 1.7% |
| <p><i>Prepared by Portland State University, Population Research Center based on aggregation of 2010 census blocks with centroids in Canby UGB.</i></p> <p><i>Source: U.S. Census Bureau, 2010 Census, Summary File 1, Table P5</i></p> | | |

Appendix F: CAT Service Area

Appendix G: Speak Spanish at Home

Appendix G: 2010 Census Data for CAT Service Area:



B16006

LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER (HISPANIC OR LATINO)

Universe: Hispanic or Latino population 5 years and over 2008-2012 American Community Survey 5-Year Estimates

Thematic Map of Estimate; Total: - Speak Spanish: Geography by: Census Tract

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Legend:

Data Classes

| | |
|--|-------------|
| | 52 - 52 |
| | 300 - 300 |
| | 436 - 436 |
| | 781 - 781 |
| | 1212 - 1212 |

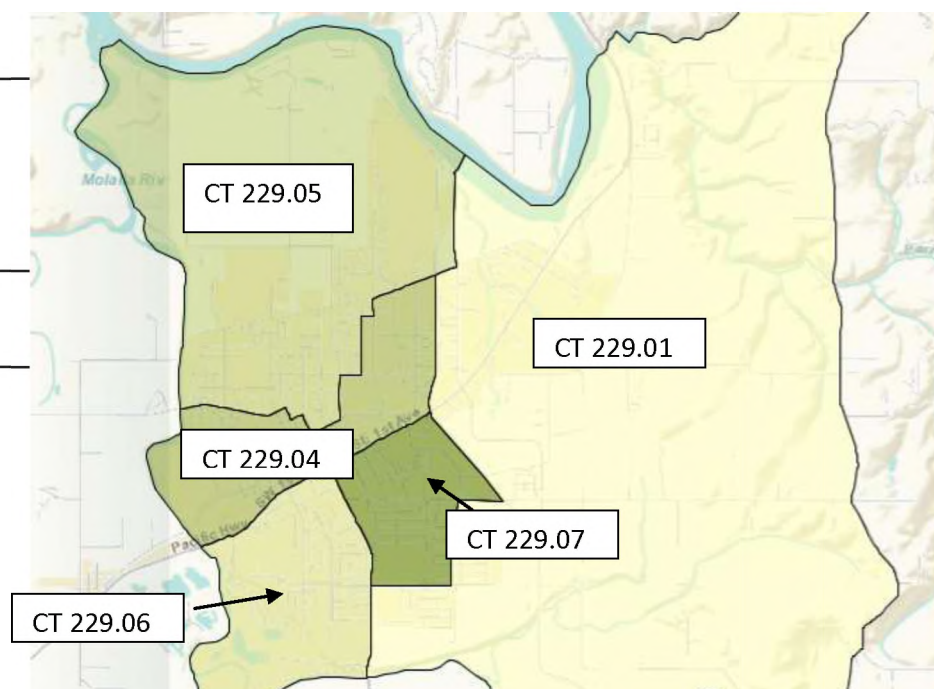
Boundaries

| | |
|--|------------|
| | State |
| | '12 County |

Features

| | |
|--|------------------|
| | Major Road |
| | Street |
| | Stream/Waterbody |

Items in grey text are not visible at this zoom level



Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to non-sampling error (for a discussion of non-sampling variability, see Accuracy of the Data). The effect of non-sampling error is not represented in these tables.

While the 2008-2012 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2008-2012 American Community Survey Explanation Symbols:

- An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- An 'N' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
- An '1' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- An '4' following a median estimate means the median falls in the upper interval of an open-ended distribution.
- An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
- An 'N' entry in the estimate column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
- An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
- An '(X)' means that the estimate is not applicable or not available.

Appendix H: Limited English Proficiency Plan (LEP)

Appendix H: Limited English Proficiency Plan (LEP)

Introduction

Canby Area Transit (CAT), operated by the City of Canby, understands it is critically important to the daily lives of our community members. The purpose of this limited English proficiency plan is to comply with the City's responsibilities to limited English proficient (LEP) persons consistent with Title VI of the Civil Rights Act of 1964 and its implementing regulations. Title VI of the Civil Rights Act of 1964 provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance.

CAT has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to CAT services. A Limited English Proficiency person is one who does not speak English as their primary language and who has limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

Goals

CAT's primary LEP goals are as follows;

- Comply with federal regulations to "Improve access to services for persons with limited English proficiency" by providing meaningful access to the benefits, services, information, and other important aspects of CAT programs and activities for individuals with limited English proficiency.
- Develop materials, conduct outreach, and distribute information designed to educate both community leaders who serve Spanish speaking LEP populations and LEP community members about CAT services and programs.
- Work with transportation service provider to ensure there is sufficient training of service provider's employees regarding LEP programs and policies.

CAT will use the Department of Transportation four factor LEP analysis which considers the following; 1.) The number or proportion of LEP persons eligible in the City of Canby Urban Growth Boundary (CAT service area) who may be served or likely to encounter a CAT program, activity, or service; 2.) The frequency with which LEP individuals come into contact with CAT services; 3.) The nature and importance of the program, activity or service provide by CAT to the LEP population; and 4.) The resources available to the City/CAT and overall cost to provide LEP assistance. A brief description of these considerations is provided in below.

Four Factor Analysis

1. The number or proportion of LEP persons eligible in the CAT service area who may be served or likely to encounter a CAT program, activity, or service.

According to 2010 Census data, the CAT service area³ population is 17,097 and approximately 20.3 percent are Hispanic or Latino. In the City of Canby the population is 15,829 and approximately 21.3 percent are Hispanic or Latino. In the CAT service area all other races and ethnicities comprise 4 percent of the total population. According to the American Community Survey 5 –year estimate 15.1% of residents in the service area speak Spanish at home. According to the 2012-2013 *Canby School District Report Card* an average of 24.5% of enrolled students (K-12) are classified as English Learners with as many as 10 different languages spoken.

Census data indicates the highest concentration of Latino residents live within the urban growth boundary and within Canby city limits. CAT does not count the number of LEP customers who use CAT services.

2. The frequency with which LEP individuals come in contact with a CAT program, activity, or service.

Considering twenty percent of Canby residents are Latino, it is obvious they come in contact with CAT services. CAT has anecdotal evidence of serving LEP individuals yet there is limited hard data collected. Currently, CAT has information about the frequency with which LEP individuals come in contact with CAT services based on the requests for interpretation services.

In fiscal year 2013/14 CAT received eight calls utilizing Certified Languages International for a total of 27 minutes of translation, averaging 3.375 minutes per call. It appears the numbers are increasing considering as of September, 2014 of this fiscal year, CAT has received six calls with a total of 27 minutes of translation averaging 4.5 minutes per call. There have been no requests for document translation.

Additional hard data collected are applications for paratransit services, surveys for planning or service delivery changes, phone messages, and citizen comment cards at public meetings, and one on one contact with drivers.

CAT will continue to assess the frequency at which drivers and customer service employees have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying CAT drivers. CAT is updating the Transit Master Plan in 2015 and to gather

³ There is not a perfect fit between Canby Urban Growth, and Canby Service Area and U.S. Census Tracts. For the purposes of this plan the census tract data is compiled from census tracts 229.01, 229.04, 229.05, 229.06, and 229.07. Tracts 229.04 and 229.07 are entirely within the UGA, all of the most populated parts of 229.05 and 229.06 are in the UGA, and tract 229.01 is split between the UGA and more rural areas to the east of the city. See Appendix F & J.

input from the Latino community, CAT has developed two surveys, an onboard rider survey and a general public survey in Spanish. This will provide additional data on LEP persons using CAT services and those in the community who may be potential customers.

3. The nature and importance of the program, activity, or service provided by CAT to the LEP community.

CAT understands that transportation is critically important to the daily lives of our community members. Certain aspects of our services are of critical importance and this plan will be used to meet the needs of the LEP community. These include services such as: construction projects; property acquisitions; and service area or level changes.

4. The resources available to CAT and costs.

CAT contracts with two translation services;

- 1.) Certified Languages International to provide verbal translation in any language to callers requesting information about CAT services.
- 2.) Passport to Languages to provide written translation services when customers or the public request documents in other languages.

The City has identified in-house staff with other language abilities and this staff has some availability to assist with requests related to all CAT services. The CAT schedule and the Dial-A-Ride brochures are available in Spanish, and service related information on the website has been translated into Spanish. Press releases, advertisements and rider alerts are typically only produced in English yet indicate they are available in Spanish. Larger documents and plans are available upon request. Translating large planning documents can be a cost issue for CAT, because documents of 20 pages or more can cost well over \$500 to be translated. Currently, CAT's costs do not exceed \$1000 a year for translation services. When the City upgraded the phone system a significant investment was made yet only a portion was attributable to CAT and to enhance services for the LEP populations.

Implementation Methods

1. How to Identify an LEP Person who Needs Language Assistance

These methods may be used to help identify persons who may need language assistance:

- Continually monitor Certified Languages International and Passport to Languages requests submitted through CAT dispatchers and office staff.
- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;

- When public meetings are held, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
- Provide Certified International cards at public meetings. While staff may not be able to provide translation assistance at this meeting, the cards will be used to identify language needs for future meetings; and
- Regularly survey CAT drivers and other first line staff of any direct or indirect contact with LEP individuals.

2. Language Assistance Measures

CAT has implemented the following LEP procedures:

- CAT has contracts with Certified Languages International and Passport to Languages to provide ad hoc verbal, written, and in person translation services upon request and as needed.
- Public notice, publications, and other printed material are provided in Spanish upon request, and service information is available in Spanish on CAT's website.
- CAT's phone system includes options for Spanish speaking customers.
- CAT has provided Spanish speaking translators at public meetings and events and offers this service upon request for any public meeting.
- CAT has developed a comprehensive contact list ⁴of organizations, schools, churches, apartment complexes and other stakeholders who work with or serve LEP populations.

3. Training – City/CAT Employees and Contracted Personnel

CAT will provide employee training for city employed transit staff and provide information to the Transportation Service Provider so contract staff may be trained on all aspects of the Title VI and LEP. Prior to public meetings at which LEP individuals are anticipated to attend, staff will review the Title VI Plan, including this LEP section.

CAT will ensure the Transportation Service Provider management and employees are familiar with specific procedures to be followed when serving an LEP customer, including how to handle a potential Title VI/LEP complaint.

It is a priority for CAT management to recruit and hire bilingual and or bicultural individuals. CAT management encourages and supports the transportation service provider to conduct recruitment activities such as;

- Attend job fairs targeting the Latino/Hispanic population.
- Place job announcements in local newspapers, on CAT website, in e-mail notifications, and any other medium used to attract potential employees, with a note encouraging

⁴ Refer to Appendix I

- bilingual (English/Spanish)/bicultural individuals to apply.
- Place job announcements in appropriate local publications targeting Spanish-speaking residents.

CAT will continue to work with the Canby School District, the City's Spanish speaking Librarian and the non-profit *Bridging Cultures* to provide input on potential training and outreach opportunities to improve CAT's ability to reach and engage Latino community members.

4. Outreach

General Strategy

This program will utilize existing networks⁵ within the Spanish-speaking community to contact, engage, and educate community leaders serving Spanish-speaking LEP populations and LEP community members about CAT services and programs.

CAT has developed a comprehensive mailing list⁶ of a variety of organizations, churches, schools, apartment complexes, and media outlets etc. that work with or serve the Latino population. CAT will refer to this mailing list to conduct outreach to the Latino community. Specific outreach efforts will vary depending on the project, proposal or activity. Some or all of the following methods may be used:

- Flyers and/or brochures will be made available through local churches, social service agencies, ethnic retail outlets, the school district office and possibly specific schools within the Canby School District, Clackamas Community College, City Hall, the library, apartment complexes with high concentration of LEP populations.
- Other printed materials, such as transit schedules and maps, will be translated and made available on CAT vehicles and at select outlets.
- Paid advertisements and the CAT website will indicate ways in which LEP persons can access information about our services.
- If staff knows that they will be presenting a topic that could be of importance to an LEP individual or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.

⁵ Community-based organizations (CBOs), churches, school district, social clubs, non-profits, business organizations and state, county, and city social service agencies.

⁶ Refer to *Appendix I* for additional information

Stakeholders

- a. **Internal:** CAT management, Transit Advisory Committee and City Council; Transportation Service Provider management and staff; and CAT contractors needing to communicate with the Spanish-speaking LEP community regarding legal, service, and ridership issues.
- b. **External:** Spanish-speaking LEP communities; community-based organizations (CBOs) serving Spanish-speaking LEP populations; Canby School District; State, County, and City governments serving Spanish-speaking LEP populations; and Hispanic business groups;

External Stakeholders

- Hispanic business associations
- State, county, and city governments

Community Based Organizations

- Canby Center
- Bridging Cultures

Apartments

- Casa Verde Apartments
- Greenbriar Apartments
- The Orchards Apartments
- Township Apartments

Schools

- Canby School District
- Canby School District/REACH
- Head Start: Mulino
- Head Start: Barlow
- Ackerman Center
- Canby Union High School
- Baker Prairie Middle School
- Lee Elementary School
- Knight Elementary School
- Eccles Elementary School
- Clackamas Community College

Churches

- Saint Patrick's Catholic Church
- Iglesia Del Dios Vivo Columna Y apoyo De La Verdad
- Canby Hispanic Foursquare

Media

- La Pantera Radio 940AM
- El Hispanic News
- Univision Portland

Translation Service

- Passport to Languages –written translation
- Certified Languages International –verbal translation
- Phone System- Spanish Options
- 211

Monitoring and Updating the LEP Plan

This plan is designed to be flexible and should be viewed as a work in progress. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and it will be important to monitor changes in demographics and types of services. CAT will update the LEP as required by the U.S. DOT. At a minimum, the plan will be reviewed and updated when it is clear that higher concentrations of LEP individuals are present in CAT's service area.

Dissemination of the Limited English Proficiency Plan

CAT will post the LEP Plan on its website at www.canbyareatransit.org. Copies of the plan will be provided to any person or agency requesting a copy. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to:

Julie Wehling
CAT Transit Director
Canby Area Transit
P.O. Box 930
Canby, Oregon 97013
503-266-0751

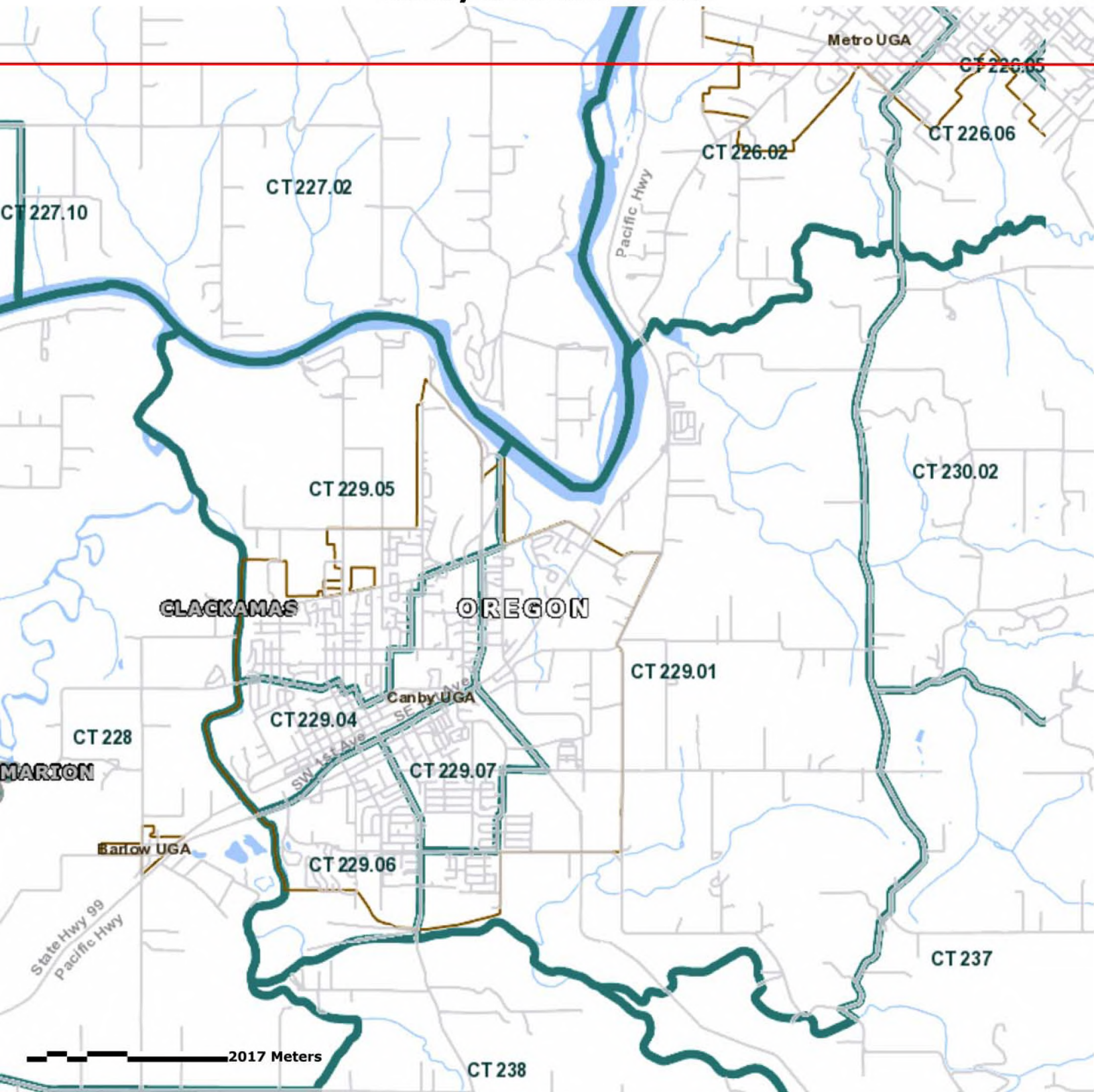
Appendix I: Limited English Proficiency Contact List

Contact List for Limited English Proficiency (LEP) Marketing

| Organization/Location | Contact Person | Title | phone | email | website | address |
|--|---------------------------------|--|---------------------|--|---|--------------------------------------|
| Transit Advisory Committee | Francisco Zamora Flores | | (503) 753-7546 | zamorafloresandroid@gmail.com | | |
| Canby Public Library | Angelica Novoa De Cordeiro | | 503.266.0657 | anovoadecordeiro@lincc.org | http://canbylibrary.org/library-a-z | 292 N Holly, 97013 |
| Canby Center | Tim Leshner | Executive Director | 503.266.2920 ex 228 | Tim@TheCanbyCenter.org | http://thecanbycenter.org/ | 681 SW 2nd 97013 |
| Bridging Cultures | Jason Gingerich | | | jasondg48@gmail.com | https://sites.google.com/site/bridgingculturescanby/home | |
| Bridging Cultures | Eliza Gingerich | | | eliza.gingerich@gmail.com | https://www.facebook.com/pages/Bridging-Cultures-Canby/122739161140746 | |
| Bridging Cultures | Yolanda Sanchez | | 503.916.9192 | | | |
| Media | | | | | | |
| La Pantera Radio 940AM | Don Coss | President | 503-981-9400 | ddc@lapantera940.com | http://www.lapantera940.com/ | 1665 James St, Woodburn, OR 97071 |
| El Hispanic News | Gabriela Kadziora | Sales & Business Development | 503.228.3139 | gabriela@elhispanicnews.com | | 1405 Jantzen Beach Center, pdx 97217 |
| El Hispanic News | Melanie Davis | Owner/Publisher | 503.228.3139 x 308 | mdavis@elhispanicnews.com | | |
| Univision Portland | Sandra Cervantes | | 503-963-2624 | | http://www.kunptv.com/ | |
| Univision Portland | Delia Hernandez | | 503-963-2619 | dhernandez@kunptv.com | http://www.kunptv.com/ | |
| Appartments | | | | | | |
| Casa Verde Apartments | Heriberto Aguilar ? | | 503.266.5288 | | | 781 S Township Road, 97013 |
| Greenbriar Apartments | | | 503.266.5638 | | | 250 S Locust, 97013 |
| The Orchards Apartments | | | 503.263.3551 | | | 450 S Pine, 97013 |
| Township Apartments | James Smith | | 855.591.0083 | | http://www.liveatthetownship.com/ | 700 SE 5th, 97013 |
| Schools | | | | | | |
| Canby School District | Samuel (Trip) Goodall | Interim Superintendent | 503-266-0019 x3901 | goodallt@canby.k12.or.us | | 1130 S Ivy St, 97013 |
| Canby School District/REACH | Veronica Martinez | Translation /Interpretation Specialist | 503.263.7429 x3694 | martinev@canby.k12.or.us | | |
| Canby School District/REACH | Jorge Barraza | Homeless Liaison | | barraza@canby.k12.or.us | | |
| Head Start: Mulino | Karen Silva | | 503.675.4565 | karens@cccchs.org | | 13700 S Freeman, Mulino, OR 97042 |
| Head Start: Barlow | Adina Stern | | 503.675.4565 | adinas@cccchs.org | | 109 2nd St Canby OR 97036 |
| Trost School | Angela Navarro | Principal | 503-263-7130 x3302 | navarroa@canby.k12.or.us | | 800 S Redwood, 97013 |
| Ackerman Center | Noel Hygelund | Principal | 503.263.7140 x3483 | hygelunn@canby.k12.or.us | | 350 SE 13, 97013 |
| Canby Union High School | Chris Gilbert | Teacher ELL | 503.263.7200 x5405 | gilberc1@canby.k12.or.us | | 721 SW 4th, 97013 |
| Canby Union High School | Pat Johnson | Principal | 503.263.7201 x5303 | pjohnson@canby.k12.or.us | | 721 SW 4th, 97013 |
| Baker Prairie Middle School | Jennifer Turner | Principal | 503.263.7170 x3603 | turnerj1@canby.k12.or.us | | 1859 S Township, 97013 |
| Lee Elementary School | Cherie Switzer | Interim Principal | 503.263.7150 x3504 | switzerc@canby.k12.or.us | | 1110 S Ivy St, 97013 |
| Knight Elementary School | Christine Taylor | Principal | 503.263.7100 x3006 | taylorc@canby.k12.or.us | | 501 N Grant, 97013 |
| Eccles Elementary School | Andy McKean | Principal | 503.263.7150 x3241 | mckeana@canby.k12.or.us | | 562 NW 5th Ave, 97013 |
| Churchs | | | | | | |
| Saint Patrick's Catholic Church | Arturo Romero Baustista | Father | 503.266.9411 | stpatricks@canby.com | http://www.stpatcanby.org/ | 498 NW 9th, 97013 |
| Saint Patrick's Catholic Church | | | 503.266.9411 | aromero@archdpdx.org | | |
| Iglesia Del Dios Vivo Columna Y apoyo De La Verdad | Antonio Gaona | Pastor | 503.266.7794 | | | 311 N Juniper St, 97013 |
| Canby Hispanic Foursquare | Emilio Ortiz / Alejandro Garcia | Pastor | 503.266.2481 | loshechoscanby@gmail.com | | 1477 N Manzanita, 97013 |
| Translation Services | | | | | | |
| Canby School District | Maria Tellez | Translator | 503.951.5084 | tellezmaria@live.com | | |
| Bridging Cultures | Wendell Amstutz | Translator | 503.951.7099 | | | |
| Passport to Languages | Leslie Caldwell | Translation Services | 503.297.2707 | leslie@passporttolanguages.com | www.passporttolanguages.com | |
| Certified Languages International | Bill Reed | Translation Services | 800.225.5254 | Billr@Certifiedlanguages.com | www.certifiedlanguages.com | |

Appendix J: Census Tract Map

Canby UGA and Tracts



Legend

- | | | | |
|--|--|--|--|
|  States |  Urban Growth Areas |  Linear Hydrography |  Glaciers |
|  Counties |  Census Tracts |  Areal Hydrography | |

ORDINANCE NO. 1404

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH PIONEER PROPERTY, LLC, FOR THE RENTAL OF PROPERTY FOR CANBY AREA TRANSIT PARKING; AND DECLARING AN EMERGENCY.

WHEREAS, Canby Area Transit has been desiring and planning to identify a bus yard location close to their office space and the fleet facility, improving efficiency, reducing dead-head costs, and that also allows for a central location for parking the transit fleet; and

WHEREAS, the City of Canby desires to secure a cost effective bus yard lease with potential for future purchase and expansion; and

WHEREAS, Pioneer Property, LLC has an approximate one-half acre space available behind the current transit offices and is willing to improve the space to accommodate the transit fleet, and is willing to include a purchase option for the one-half acre and an additional adjoining one-half acre which would allow for future growth and the future construction of a transit facility; and is willing to lease said one-half acre to the City at a reasonable rental for an initial four (4) year term with an option to extend an additional six (6) years; and

WHEREAS, the Canby City Charter requires an ordinance be approved for any contract exceeding \$50,000; now therefore

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, the attached Lease Agreement with Pioneer Property, LLC. A copy of the Lease Agreement is attached hereto as Exhibit "A."

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, that the lease be completed as soon as possible in order to immediately effectuate many necessary agreed upon improvements at the site and ensure minimal disruptions of necessary transit services to users of the service and CAT employees alike, 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 therefore on Wednesday, October 1, 2014, 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, October 15, 2014, commencing at the hour of 7:30 PM at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of October 2014, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

LEASE AGREEMENT

This Lease, signed and entered into as of this ____ day of October, 2014, is by and between **PIONEER PROPERTY, LLC**, an Oregon limited liability company (“Landlord”), and **CITY OF CANBY**, an incorporated Oregon Municipality in Clackamas County, Oregon. (“Tenant”).

For and in consideration of the mutual covenants contained herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions set forth herein, that certain property located on Hazel Dell Way, Canby, Oregon 97013, that is described on Exhibit A attached hereto and incorporated herein by this reference (the “Premises”), commonly referred to as the southernmost approximate one-half acre of Lot 15, Burden No. 3 in the City of Canby, County of Clackamas, State of Oregon.

1. Term. The term of this Lease shall be for four (4) years, commencing as of the earlier of the first date occupied by the Tenant, or at such time as an occupancy permit is issued for the property being leased as described herein (the “Commencement Date”) and expiring on the last day of the month being four years from the Commencement Date, with an option for Tenant to extend the term of this Lease for six (6) additional years by written notice given to Landlord no greater than two hundred seventy (270) days nor less than one hundred eighty (180) days prior to the end of the initial term.

2. Rent. Tenant shall pay to Landlord in advance on the first day of each month, base rent for the Premises initially in the amount of One Thousand Five Hundred Dollars (\$1,500) per month. Beginning on the first annual anniversary of the Commencement Date and each annual anniversary thereafter during the lease term, including during any renewal term(s), base rent shall increase by three percent (3%) over that payable in the prior lease year.

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice, demand, or setoff, in lawful money of the United States of America, to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

3. Use of the Premises.

3.1 The Premises may be used and occupied for vehicle parking, or other lawful use upon the prior written consent of Landlord.

3.2 In connection with its use, Tenant shall, at its expense, comply with all applicable laws, ordinances, and regulations or any public authority, including those requiring alteration of the Premises because of Tenant’s specific use; shall create no nuisance nor allow any objectionable liquid, odor, or noise to be emitted from the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord’s fire insurance rates for the Premises.

3.3 Tenant may erect a sign stating its name, business, and product after first securing all necessary governmental approvals. All signs installed by Tenant shall be removed upon termination of this Lease with the sign location restored to its former state.

3.4 Tenant shall make no alterations, additions, or improvements to the Premises without Landlord's prior written consent, and without a valid building permit issued by the appropriate governmental agency (as may be required). Upon termination of this Lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

4. Utility Charges; Maintenance.

4.1 Tenant shall pay when due all charges for electricity, natural gas, water, sewer, and all other utilities or services of any kind furnished to the Premises during the Lease term. Tenant's services shall be separately metered.

4.2 Tenant shall keep and maintain the Premises in the same condition as existed as of the Commencement Date, reasonable wear and tear excepted, which shall include, without limitation, any foundation, structural, or other capital repairs or replacements.

5. Taxes.

5.1 Real Property Taxes. In addition to the base rent, Tenant shall pay during each calendar year or part thereof during the term of this lease, Tenant's proportionate share of the total real property taxes and assessments levied, assessed or imposed during the term upon the leased Premises or the use, occupancy or operations of the leased Premises for each such calendar year. Provided, however, in the event the property taxes are reduced because of Tenant's Not-For-Profit status, Tenant will be entitled to all credits applicable to the leased Premises. The Tenant's proportionate share of the total real property taxes will be a percentage calculated based on the total square footage of the leased premises to the total square feet of the real property being assessed or taxed. Included in the Tenant's proportionate share will be 100% of the value of the improvements to the leased Premises. It is the assumption of both parties that Tenant will not have to pay any real property tax due to its Not-For-Profit status. However, should taxes be legally assessed on the leased Premises, Tenant shall pay prior to delinquency all real property taxes applicable to the leased Premises during the term of this Lease. To the extent possible, Tenant shall cause the leased Premises to be assessed and billed separately from the real property of the Landlord. If any of Tenant's leased Premises shall be assessed with Landlord's real property, Tenant shall reimburse Landlord for all taxes attributable to the leased Premises. As used herein, the term "real property tax" shall include any form of assessment, license fee, rent tax, levy, penalty, or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school,

agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises.

5.2 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. To the extent possible, Tenant shall cause said leasehold improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord. If any such Tenant's personal property shall be assessed with Landlord's real property, Tenant shall pay Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

6. Insurance; Indemnity.

6.1 During the term hereof, Tenant shall keep and maintain, at its sole cost and expense, general liability insurance on an occurrence basis and casualty insurance on the Premises and all improvements, personal property, and fixtures thereon, in such amounts and with such coverages as Landlord may from time to time require. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be evidenced by a certificate (or certificates) delivered to Landlord stating that the coverage will not be canceled or materially altered without thirty (30) days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policies.

6.2 Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant or any party, other than Landlord, or resulting from Tenant's failure to comply with any term of this Lease.

7. Improvements to the Leased Premises.

7.1 Tenant desires and Landlord hereby agrees to arrange for the construction and installation of certain improvements, as generally described in the attached Exhibit B, to enable Tenant to occupy and use the leased premises as a parking area for vehicles operated by Canby Area Transit, a department of the Tenant.

7.2 Landlord will arrange for the construction of certain improvements at costs identified by the Landlord and its contractors, upon the approval of plans and costs by the Tenant. Any easements required to provide access and use of the property will be arranged for by Landlord with costs included as part of the improvements to be reimbursed by Tenant.

7.3 Tenant will reimburse Landlord directly for all costs incurred related to the construction of improvements, after being furnished invoices or other supporting documentation of costs incurred. Tenant agrees to reimburse Landlord directly no later than five business days from receipt of invoices from Landlord. Landlord will submit invoices no later than the 10th or 25th of a month to facilitate Tenant's payments scheduled for the 15th or 30th of each month. If Tenant fails to reimburse Landlord for payments due within five business days from receipt of invoices from Landlord, Tenant agrees to pay damages to the Landlord of One Hundred Dollars (\$100) per day any such payment is late.

7.4 Tenant and Landlord acknowledge all improvements made to the leased premises are to be the property of the Landlord and made part of this lease for use by the Tenant.

8. Property Damage; Subrogation Waiver.

8.1 If fire or other casualty causes damage to the Premises in an amount exceeding fifty percent (50%) of the full replacement cost of the Premises, either party may elect to terminate this Lease as of the date of the damage by notice in writing to the other party within thirty (30) days after such date. Otherwise, Tenant shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for the use permitted by this Lease because of such damage and required repairs.

8.2 Neither party shall be liable to the other for any loss or damage caused by a casualty covered by a standard casualty insurance policy with extended coverage, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9. Condemnation. If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use (in Tenant's reasonable determination), then Tenant may elect to terminate this Lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

10. Assignment and Subletting.

10.1 Tenant shall not assign its interest under this Lease nor sublet the Premises without first obtaining Landlord's written consent, which shall not be unreasonably withheld. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no one assignment or subletting shall be a consent to any further assignment or subletting.

10.2 Subject to the above limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

11. Default. Any of the following shall constitute a default by Tenant under this Lease:

11.1 Tenant's failure to pay rent or any other charge under this Lease within fifteen (15) days of when due.

11.2 Tenant's failure to comply with any other term or condition within thirty (30) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the thirty (30) day period, this provision shall be satisfied

if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

11.3 Tenant's insolvency, assignment for the benefit of its creditors, Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

12. Landlord's Remedies for Default.

12.1 Terminate this Lease without relieving Tenant from its obligation to pay damages.

12.2 Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.

12.3 Recover damages caused by Tenant's default which shall include reasonable attorneys' fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining terms of the Lease equal to the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of nine percent (9%) per annum.

12.4 Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant.

13. Surrender on Termination.

13.1 On expiration or early termination of this Lease, Tenant shall surrender the Premises clean and free of debris, with all signing removed and defacement corrected, and all repairs called for under this Lease completed. The Premises shall be delivered in the same condition as at the Commencement Date, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its equipment, materials, and trade fixtures that remain its property. Failure to remove said property shall be an abandonment of the same, and Landlord may dispose of it in any manner without liability.

13.2 If Tenant fails to vacate the Premises when required, Landlord may elect either to treat Tenant as a tenant from month to month, subject to all provisions of this Lease except rent shall be increased by 150% of the then existing monthly rental rate, or to eject Tenant from the Premises and recover damages caused by wrongful holdover, provided however the provisions of Paragraph 17 within this lease are no longer applicable..

14. Landlord's Liability. Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or persons claiming through Landlord.

15. Environmental.

15.1 Definitions. The term "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious, or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

15.2 Use of Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances.

15.3 Notices. Tenant shall immediately notify Landlord upon becoming aware of the following: (a) any release of a Hazardous Substance on, under, or adjacent to the Premises which is required by law to be reported to any government agency; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under, or adjacent to the Premises; or (c) any material violation of any Environmental Law with respect to the Premises or Tenant's activities on or in connection with the Premises, which is known to Tenant.

15.4 Releases. In the event of a release of a Hazardous Substance on or under the Premises caused by Tenant or any of its contractors, agents, or employees, or invitees, or the suspicion or threat of the same, Tenant shall (i) immediately undertake all emergency response necessary to address the released Hazardous Substance as required by all applicable laws, (ii) provide Landlord copies of all correspondence with any governmental agency regarding the release (or threatened or suspected release) or the response action, a detailed report documenting all such response action. All such response action shall be performed, all such reports shall be prepared and all such certifications shall be made by an environmental consultant reasonably acceptable to Landlord, with all costs borne by the Tenant.

15.5 Condition Upon Termination. Upon expiration of this Lease or sooner termination of this Lease for any reason, Tenant shall remove all containers of Hazardous Substances from the Premises and clean up Hazardous Substances spilled by Tenant on the premises and/or in the storage containment facilities. Following such removal, Tenant shall certify in writing to Landlord that all such removal is complete.

15.6 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its officers, directors, shareholders, managers, members, employees and agents, any persons holding a security interest in the Premises, and the respective successors and assigns of each of them from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in

connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the use, treatment, storage, generation, transport, or release to the environment on the Premises of Hazardous Substances by Tenant or any of its contractors, agents or employees or invitees. Tenant's obligations under this paragraph shall survive the expiration or termination of this Lease for any reason. Landlord's rights under this paragraph are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this agreement or otherwise.

16. Mortgage or Sale by Landlord; Estoppel Certificates.

16.1 This Lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this Lease and affecting the Premises. However, if any lender holding an Encumbrance secured by the Premises requires that this Lease be subordinate to the Encumbrance, then Tenant agrees that this Lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this Lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Tenant's rights under this Lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph.

16.2 If the Premises is sold as a result of foreclosure of any Encumbrance thereon or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall have no further liability hereunder.

16.3 Either party shall within twenty (20) days after notice from the other execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

17. Tenant's Right to Purchase the Premises

(a) Purchase Option.

(i) Upon the inception of this lease, and upon the annual receipt of payment in advance by Tenant to Landlord in the sum of Fifteen Cents (\$0.15) per square foot of the Premises leased, plus an additional equal measure of square feet of land adjoining the north boundary of the Premises leased, Landlord will grant Tenant the option to purchase the property as shown on the attached Exhibit C, at a price of Five Dollars (\$5.00) per square foot.

(iii) The purchase option granted may renew annually upon the anniversary of the Commencement Date for a one year period during the initial four year term only (does not apply to any renewal term) of this lease and upon the receipt of payment in advance by

Tenant to Landlord within 10 days of the anniversary of the Commencement Date for the period as described. Each annual payment subsequent to the initial payment, shall increase by Three Percent (3%) over the prior year payment. If the option is renewed beyond the initial year, the price for purchase of the property described shall increase each subsequent year by Three Percent (3%) over the prior year's price. If the Tenant fails to renew the option by not making timely payment to the Landlord of the renewal fee for any year of the initial term, the option will be deemed to have expired as of the last day of the period for which the last purchase option renewal fee was made, and is no longer renewable. If the option is exercised in any year, all costs, fees, and charges that may arise from the sale shall be borne in whole by the Tenant/Purchaser.

(b) Purchase Option Procedures.

(i) In the event of an exercise of the purchase option by Tenant for all or any part of the premises covered by the option, Tenant shall give written notice (Exercise Notice) of the proposed exercise to purchase to the Landlord, specifying (A) the Premises to be purchased, (B) the purchase price which, as a result of the option being exercised, will be net of a credit granted by Landlord for the amount of the purchase option fee(s) paid for the year in which the option is being exercised, (C) the time and date anticipated for completing the purchase, and (D) any other material terms and conditions of the proposed exercise of the Purchase Option. Concurrently with the delivery of the notice of exercise of the Purchase Option or as soon thereafter as possible, Landlord also shall provide Tenant with all information as may be necessary or appropriate to assist Tenant in purchasing the Premises.

(ii) Upon delivery of the Exercise Notice by Tenant, a binding agreement shall exist between Tenant and Landlord and the purchase shall take place on a date agreed to by the parties, but no later than 60 days after delivery of the Exercise Notice.

(iii) Any transfer by sale as a result of exercise of the purchase option by Tenant, not made in strict compliance with all provisions of this Lease shall be null and void and without any legal effect.

(c) Certain Terms and Conditions of Purchase. Notwithstanding anything to the contrary in the Lease or set forth in the Exercise Notice, if Tenant elects to exercise its Purchase Option, the following terms and conditions shall govern the terms and conditions of the sale of the Premises:

(i) At the closing, Landlord shall transfer its interest in the Property to Tenant by warranty deed and shall execute or cause to be executed all closing documents customarily required by the title company and any documents required to release any fee mortgages and/or liens on the Property.

(ii) Landlord shall execute signed counterparts of all applicable transfer tax declarations.

(iii) At the closing, Tenant shall execute all closing documents customarily required by the title company and signed counterparts of all applicable transfer tax declarations.

(iv) Responsibility for payment of any commissions, transfer taxes, title expenses, partition, lot line adjustments, surveys, related boundary mapping, and closing costs shall be borne by the Tenant/Purchaser.

(v) If the conveyance of the Premises to Tenant is consummated prior to the expiration or termination of this Lease, as of the closing the Lease shall terminate.

(vi) Each party shall be responsible for and pay their own attorneys' fees and expenses.

18. Disputes - Attorneys' Fees. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to all other relief provided by law or judgment, its reasonable costs and attorneys' fees incurred both at and in preparation for trial and any appeal of review, such amount to be as determined by the court(s) before which the matter is heard. Disputes between the parties which are to be litigated shall be tried before a judge without a jury, with venue in Clackamas County, Oregon.

19. Severability. If any provision of this Lease is held to be invalid, unenforceable, or illegal, the remaining provisions shall not be affected and shall be enforced to the fullest extent permitted by law.

20. General Provisions.

20.1 Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same.

20.2 Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

20.3 Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the Premises, or to show the Premises to any prospective tenant or purchasers. During the last six (6) months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.

20.4 If this Lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account.

20.5 Tenant shall, within five (5) days following Landlord's written request, deliver to Landlord a written statement specifying the dates to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

20.6 This Lease has been negotiated at arms-length by the parties and shall not be construed or interpreted for or against either party as a result of the drafting hereof.

20.7 Notices between the parties relating to this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

LANDLORD:

TENANT:

PIONEER PROPERTY, LLC

CITY OF CANBY

By: _____

By: _____

Name: _____

Name: Rick Robinson

Title: _____

Title: City Administrator

Address for Notices/Rent Payments
to Landlord:

Address for Notices to Tenant:

Pioneer Property, LLC
Attn: Manager
1012 Island View St.
Kemah, Texas 77565
Phone No: 281-772-5249
Facsimile No: 281-957-9233

City of Canby
Attn: City Administrator
PO Box 930
Canby, OR 97013
Phone No: 503-266-0745
Facsimile No: 503-266-7961

EXHIBIT A

Property being leased pursuant to this agreement described as:

Approximately one half acre of Lot 15, Burden No. 3, in the City of Canby, County of Clackamas, State of Oregon, located to the farthest southern boundary of the Lot 15, being approximately 210 feet wide along the southern boundary and then extending north by approximately 105 feet, to form a rectangular area together with access and utility easements and maintenance agreements to be negotiated and approved by legal counsel to the parties.

(This is an approximate description of the land made before final drawings and subject to change)

EXHIBIT B

Improvements to be constructed by Landlord for use by Tenant at the leased premises are generally described as access to an approximate one-half acre of land located to the southernmost boundary of Lot 15, Burden No. 3, accessed by an asphalt paved driveway from Hazel Dell Way, to include asphalt paving of the leased premises, electrical lighting, perimeter fencing with an electrically operated gate, a storm drain leading to a water collection swale, and general landscaping as required.

The improvements are further described as:

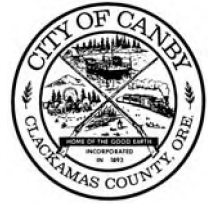
- 1) General excavation of approximately 24,000 square feet
- 2) Installation of 12" A/C Base Rock of approximately 24,000 square feet
- 3) Installation of 4" Asphalt paving of approximately 24,000 square feet
- 4) Installation of a driveway
- 5) Installation of a storm drain flowing to a water quality swale to be constructed
- 6) Installation of approximately 1000 linear feet of curbing, either cast in place or extruded
- 7) Installation of general landscaping around the area as required
- 8) Installation of up to 3 light poles connected to electrical service for site lighting
- 9) Installation of perimeter fencing
- 10) Installation of a power assisted gate for access to the parking area
- 11) Installation of a Filter CB/Oil/Water separator as part of the drainage plan
- 12) Installation of water service to the area
- 13) Providing a base line environmental survey prior to occupancy
- 14) General planning, inspection and approval by Landlord of contractors work. Landlord will be entitled to an administrative fee of 3% of the final actual costs of improvements.

(This description may change with modification of existing plans upon review and approval of Landlord, Tenant and contractor)

EXHIBIT C

(This Exhibit C will include a drawing of the approximate ½ acre to be leased, as well as the additional adjoining ½ acre included in the first purchase option as part of this lease)

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*
DATE: *October 15, 2014*

Issue: Preliminary findings and refined approach for marketing four city buildings in Downtown Canby.

Synopsis:

At the September 3rd meeting, the City Council directed staff to prepare to market four city owned buildings in Downtown Canby. The Library, Development Services, Finance and former Police buildings will become vacant by 2016 when the city consolidates its office space in the new Civic Building. The council would like to return city owned properties to the tax rolls quickly, generate revenue for the city, attract private sector investment, jobs and development to the core downtown area.

Since then, staff has engaged a development consultant, John Southgate; received appraisals for all four properties; and met with several prospective developers. These meetings have generated interest and given staff early insights on the development potential and additional information that is needed. Staff has also collected more site and building details, and development related information that will be important to prospective buyers and developers.

The key findings and recommendations from our development consultant, John Southgate are attached for your review. To date we have met with several developers and plan more meetings throughout October. We are encouraged by developer response thus far and are hopeful that a development offering will result in serious interest from developers with solid track records. The developers with whom we have spoken (both local folks and regional players) all speak highly of Downtown Canby – it has an authentic charm and the good “bones” that could justify their investment in Canby. This is particularly important because, as Mr. Southgate notes, it is advisable to proceed with a development offering only if we know at the outset that there is serious developer interest, from qualified developers.

Based on this positive responses, staff recommends marketing the properties aggressively. Mr. Southgate recommends launching a formal Request of Expressions of Interest (RFEI) process at the end of October. Buyers and developers would be given about two months to create their proposals. This marketing approach will generate the largest possible response for the Council to consider in early January. Once the council narrows down the proposals they want to pursue, they can discuss transaction and development details early next year. This would allow developers to meet the development window that typically begins in the spring.

Developers and buyers responding to the RFEI would describe their ideas for one or more of the properties, along with their credentials. In other words – what would they propose to do with the property? Remodel the existing building? Remove it and redevelop the property with a more intense mixed use? What is their experience – do they have a proven track record of this type of development? What if anything are they expecting from the City to make their project successful? What is their timeframe for their project?

Potential buyers could include local businesses looking to buy or lease an existing building, a local or regional developer that would buy and refurbish an existing building, or a buyer that would purchase several buildings aggregate several sites, demolish existing buildings and construct new development.

Next steps in the process include:

- Finalizing the Offering document
- Prepare and stage buildings for tours. No significant clean up or repair is needed.
- Finalize marketing efforts, including drafting a press release, designing ads for local and regional media, and assembling an expansive list of development professionals to make sure we are disseminating the opportunity as broadly as possible.
- Launching the Request for Expressions of Interest process. This includes a direct mailing to local and regional developers, a notice in the Daily Journal of Commerce, and a press release for the Canby Herald and regional newspapers, a meeting for interested buyers including building tours and a dedicated webpage that provides details.

Options for Council Consideration:

- Request for Expressions of Interest – as proposed
- Request for Proposal: This process would likely involve a narrower range of possible development options. This process would also require that respondents incur considerable expense, fleshing out the details of their proposal, which would likely result in far fewer responses than would be the case with the RFEI approach.
- Reconsider selling the properties or postponing the marketing effort to a later date. Based on discussions thus far with developers, it appears the timing is right to launch an offering now, and take advantage of the currently strong real estate market. Developers are looking for projects.
- Providing other insights or direction to staff.

Recommendation: Direct staff to aggressively market city owned downtown properties and launch the Request for Expressions of Interest process as proposed.

Motion: “I move that the city launch the Request for Expressions of Interest process as quickly as possible, to market four downtown city buildings for sale or redevelopment as proposed.

Attachments

- Downtown Canby Development Offering Memo
by John Southgate
- Preliminary Property Flyer

October 2, 2014

TO: Renate Mengelberg, Economic Development Director
FROM: John Southgate
SUBJECT: Downtown Canby Development Offering

Renate, at your request I am writing this memorandum to summarize my observations and recommended next steps regarding the City-owned properties in Downtown Canby which the City hopes to sell. I base my observations on tours/interviews that we have conducted with several developers, both local and regional/national in perspective and experience.

Key Findings:

- Downtown Canby is an attractive place. It has good “bones”, and an authenticity that cannot be easily duplicated. To a person, the developers that have toured the Downtown have been very favorably impressed with the quality of the place, and with the good investments made by both the public and private sector in recent years.
- The City has a strong and compelling vision for their Downtown. The properties in question have the capacity to serve as catalysts that can further the City’s and broader community’s goals for a strong Downtown, and also for strengthening the economy by providing opportunities for new business investment and possibly housing (creating more customers for DT restaurants and retail establishments).
- Other key advantages of Canby, that could translate into developer interest in the City-owned properties, include the following:
 - Economically stable. Nearly 1000 jobs, many of them good-paying, in the Canby Pioneer Industrial Park.
 - Excellent access to the region – close to freeways and south region jobs centers
 - Business Friendly staff
 - Favorable, flexible zoning code that accommodates a broad range of development choices
- It appears that there could be some interest in some or all of the City’s properties. This is important – as a general rule, I advise against issuing a development offering if we don’t know at the outset that there are qualified developers who understand the City’s objectives and are capable of delivering on the City’s expectations
- It is possible, even likely, that if we release a development offering, we will receive a wide variety of responses. There may be proposals to simply purchase one or several of the City’s properties, and undertake some level of remodeling. There may also be proposals to tear down some or all of the existing properties, and redevelop the sites with more intensive, mixed use development (possible two or three floors of housing over ground floor commercial).
- The development offering should include the old 1937 City Hall Building. This building could be a great, iconic anchor for redevelopment of the entire site. It is also possible from a code standpoint to relocate this vintage structure, although a move could prove prohibitively expensive.

- New development, and even major remodel of existing buildings, may require some form of public participation, such as vertical housing tax abatement, urban renewal funds, and/or terms on the sale of land.
- We are aware of properties in non-City ownership that may be available for sale and redevelopment. We will identify these properties in the RFEI, but will note that the City will not be negotiating transactions between private parties.
- For the development offering, I recommend that the City consider a “Request for Expression of Interest” (RFEI) format. This is a flexible process that doesn’t presume a narrow range of proposals, nor does it require developers to incur considerable expense in preparing a response (as is typically the case with other processes such as Requests for Proposals). In other words, this approach is much more likely to engender a high number of responses. In this approach, we would ask developers to share their early-stage ideas for how they would redevelop one or more of the properties in question. We would also ask them to describe their credentials, and their preliminary thoughts on how they would go about making their ideas a reality. We would be very flexible about approach – the ultimate disposition of any or all of the properties could be a simply purchase, a ground lease, a lease with option to purchase, or acquisition over a term. Ultimately, the City Council is in the driver’s seat, to determine which idea for any given property is most consistent with the City’s objectives for an economically vital Downtown. The City Council also has ultimate authority over the nature of any transaction.

Next Steps:

- Continue to meet with developers. Again, I advise that we only release the RFEI if we know that there is serious interest on the part of well-qualified developers.
- Draft the RFEI. Review and approval by Economic Development Director, City Attorney, and City Manager.
- Market the RFEI. Suggested components of our marketing plan (intended to spread the word as far and wide as possible), include:
 - Advertisement in the Canby Herald, the Business Journal, and other periodicals as appropriate
 - Include on City’s Economic Development web-site
 - Press Release
 - Broad Distribution to Local and Regional developers, contractors, architects and other development professionals
 - Targeted outreach to key business organizations – e.g. brewers’ association, Urban Land Institute, etc.
 - Developer Walk-Around/Building Tour
- Timeline: assuming that we continue to receive positive feedback from prospective developers, I believe that the RFEI can be issued in late October, early November. We will probably want to be generous with the response deadline – perhaps two months after issuance, allowing ample time for us to continue to market the opportunity as broadly as possible.

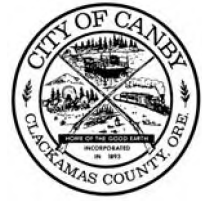
I look forward to participating in the Council briefing on this project on October 15, 2014, and I welcome the opportunity for further discussion.

City of Canby Properties Available For Sale, Lease or Redevelopment



- ❶ Library: 292 N Holly St. 10,975 sf building on 0.26 acre lot
- ❷ Police Station: 122 N Holly St. 6,000 sf building on 0.14 acre lot
- ❸ Transit/Finance: 133 NW 2nd Ave. 1,950 sf building on 0.17 acre lot
- ❹ Development Services :111 NW 2nd Ave 5,450 sf building on 0.13 acre lot

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*
DATE: *October 15, 2014*

Issue: Potential Creation of a Vertical Housing Development Zone in Canby

Synopsis:

The city has been interested in promoting more housing options in its downtown core to support a vibrant retail environment, reduce sprawl to 99E and provide residents close access to transit, the library, city services, retail shops, restaurants and more. This was an objective in the Downtown Plan and the Canby Community Vision adopted last year. Developers looking to purchase and redevelop four city buildings have said that the Oregon Vertical Housing Program would be a powerful incentive to create more ground floor retail space and upper story housing development downtown.

The Oregon Vertical Housing Program provides an up to 80% property tax reduction for upper story housing development for 10 years in downtowns or core areas, such as Downtown Canby. Additional abatements are offered for low and moderate income housing units. All taxing districts including the city would receive 100% of the property taxes due on ground retail development, but for ten years the taxing jurisdictions would not receive property taxes on the upper residential floors. Beginning in Year 11, the entire project would generate tax revenue.

In short, developers would receive a significant property tax abatement that could make the project feasible and encourage more stories of residential development than they would build otherwise.

If the city chooses to create this incentive, it would need to determine the zone boundary, pass a resolution, alert the affected taxing districts and submit an application. The program could be in place within three months.

Time is of the essence. The Vertical Housing Program sunsets at the end of 2015, unless the State legislature extends the duration of the program in the 2015 session. The city and any developer looking to take advantage of the program would need to apply before then to be eligible.

If the city chooses to move forward, next steps include:

- Determining the boundary of the zone. Although the program allows four options - the only area in Canby that allows mixed use zoning currently is the Downtown Commercial (C-1) zone. See the map attached.
- The City Council needs to pass a resolution in support of the program. This could happen as early as November 5.
- Notify all affected taxing districts by registered mail and allow 15 days for comment before submitting the application to the state.
- Create a final map of the boundary and lists of tax lots eligible for the program.
- Submit the application to the Oregon and Housing Community Services Department. The application could be approved or denied in 60 days.

Options for Council Consideration:

- Encourage staff to pursue creating the Vertical Housing Development Zone in the Downtown Commercial zone.
- Postpone creating the zone to see if the legislature will extend the programs sunset date.
- Do not pursue creating this incentive any further.
- Provide other input and direction to staff.

Recommendation: Direct staff to develop an application for a Vertical Housing Development Zone in Canby using the downtown commercial zone as a boundary.

Motion: “I move that the city pursue the creation of a Vertical Housing Development Zone in Canby’s downtown commercial zone as an incentive for more retail and housing development.”

Attachments

- Overview of the Vertical Housing Program
- Map of the proposed boundary
- List of past vertical housing projects in Oregon



Vertical Housing Program

Program Factsheet

Program Overview

The 2005 Legislature passed legislation moving the Vertical Housing Program from Oregon Economic and Community Development Department (OECD) to Oregon Housing and Community Services (OHCS) beginning in November 2005. The purpose of the Program is to encourage investment in and rehabilitation of properties in targeted areas of a city or community, to augment the availability of appropriate housing, and to revitalize communities. The program encourages mixed-use developments that contain both non-residential and residential uses in areas (zones) designated by local jurisdictions. The residential portion may be for market rate or lower income households. Eligible projects receive a partial property tax exemption which varies with the number of "Equalized Floors" in a project, with a maximum property tax exemption of 80 percent over a 10 year term. An additional partial property tax exemption on the land may be given if some or all of the residential housing is for low-income persons (80 percent of area median income or below):

Eligibility Requirements / Zones

An eligible zone is any area that meets the criteria for a Vertical Housing Zone which has been designated by the local jurisdiction and has been approved by the Department.

Any project that has made application to and has been approved by the Department may receive a partial tax exemption as determined by the number of Equalized Floors for a maximum of 10 years. The tax exemption will be based on the number of Equalized Floors as determined by the total square footage divided by the number of actual floors of the project that are at least 500 square feet per floor. Equalized floors will be rounded down to the nearest whole number (e.g., any equalized quotient between 1.0 and 1.99 will have a rounded Equalized Floor equivalent of 1.0).

Application / Charge

The application can be accessed via the OHCS Web site. Eligible criteria and instructions can be accessed through the Oregon Administrative Rules for the Vertical Housing Program. A non-refundable Project Application charge of \$550. A one-time Monitoring charge of \$150 for projects with no low-income units, and \$200 for projects with low-income units.

For more details, visit: http://www.oregon.gov/ohcs/pages/hfs_vertical_housing_program.aspx

For More Information

For more information, please contact us

To talk with someone about developing affordable housing in your area, please contact a Regional Advisor to the Department.

Regional Advisor to the Department

Main Office: (503) 986-2000

Webpage: http://www.oregon.gov/ohcs/Pages/DO_RegionalAdvisors.aspx

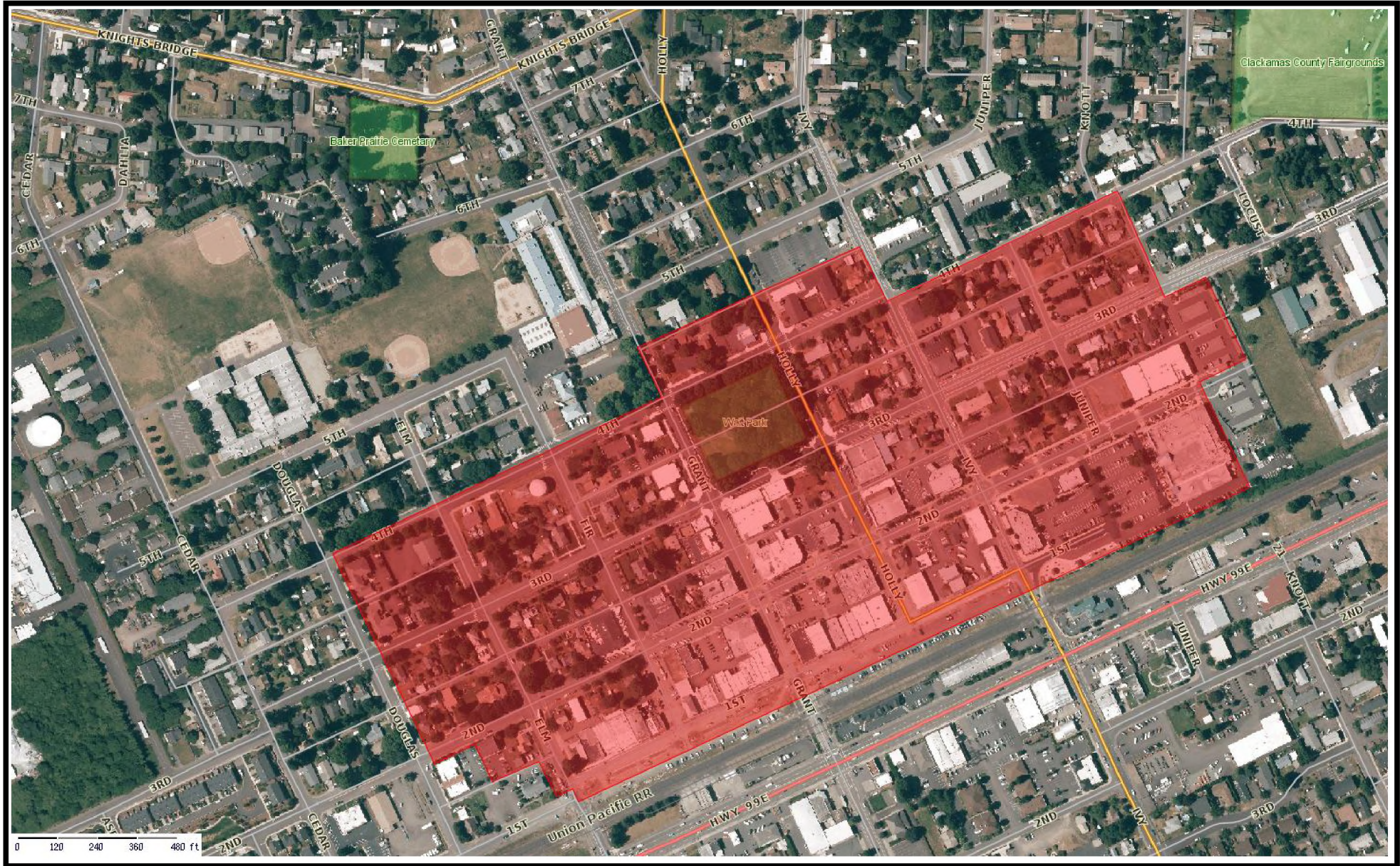
More information:

Don Herman, Program Representative

Phone: (503) 986-2082

E-mail: Don.Herman@hcs.state.or.us

Proposed Vertical Housing Zone



City of Canby Oregon Web Maps v. 2.0

Disclaimer: This map was produced using City of Canby and Clackamas County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The City is not responsible for map errors, omissions, misuse or misinterpretation.

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Printed 10/09/2014

EXISTING VERTICAL HOUSING DEVELOPMENT PROJECTS

As of 10/9/2014

| Project Name | Project Address | City | Status | Date Certified | Contact Name | Contact E-Mail | Total No. of Buildings | Total No. of Floors | Total No. of Resid. Floors | Total No. of Non-Resid. Floors | Percent Imprv. Exempt | Percent Land Exempt |
|-----------------------|-------------------------------|---------------|-------------|----------------|-------------------|--|------------------------|---------------------|----------------------------|--------------------------------|-----------------------|---------------------|
| Four Oaks Centre | 411 Oak Street | Central Point | Certified | 11/22/2002 | GiGi Orr | | 3 | 9 | 6 | 2 | 40% | 0% |
| N. Fir | 221 N. Fir Street | LaGrande | Denied | N/A | | | | | | | | |
| Adams Avenue | 1114 Adams Avenue | LaGrande | Certified | 12/1/2003 | Leah Starr | | 1 | 2 | 1 | 1 | 20% | 0% |
| N.K. West Building | 1204-1208 Adams Avenue | LaGrande | Certified | 5/5/2005 | David Glennie | dave@telosdevelopment.com | 1 | 4 | 3 | 1 | 60% | 0% |
| North Main Apartments | Main Street & Harrison Street | Milwaukie | Certified | 6/28/2007 | Tom Kemper | tkemper@kempercollc.com | 1 | 4 | 3 | 1 | 60% | 60% |
| North Main Village | Main Street & Harrison Street | Milwaukie | Certified | 3/21/2007 | Tom Kemper | tkemper@kempercollc.com | 4 | 12 | 8 | 4 | 40% | 0% |
| Corey Dingman Project | 260 W 12th Avenue | Eugene | Withdrawn | | Corey Dingman | corey@duncanbrown.com | | | | | | |
| Beranger Condominiums | 287 NE 3rd Street | Gresham | Certified | 3/21/2008 | Mike Rossman | mike@peakdevelopmentllc.com | 1 | 4 | 3 | 1 | 60% | 0% |
| Hansen Building | 1336 High Alley | Eugene | Decertified | N/A | Dean Hansen | dean.hansen@therightbank.com | 1 | 3 | 2 | 1 | 40% | 0% |
| Royal Building | 501 Main Street | Springfield | Certified | 1/8/2008 | Terrence McDonald | tmcdonald@svdp.us | 1 | 5 | 4 | 1 | 80% | 80% |
| 400 Roberts Place | 77 NE 4th Street | Gresham | Withdrawn | | Wynn Paoletti | wynnpao@cox.net | | | | | | |
| Third Central | NW 3rd Avenue & NW Miller | Gresham | Certified | 10/15/2009 | Dwight Unti | dunti@tokolaproperties.com | 1 | 4 | 3 | 1 | 60% | 0% |
| 4th Main Building | 350 E. Main Street | Hillsboro | Application | | Dwight Unti | dunti@tokolaproperties.com | 1 | 4 | 3 | 1 | 60% | 0% |
| Wrap Site @ Orenco | 1060 NW 231st Ave | Hillsboro | Application | | Clyde Holland | clyde@hollandpartners.net | | | | | | |

Management Team Meeting Minutes
September 29, 2014
2:00 PM
City Hall Conference Room

In attendance: Amanda Zeiber, Kim Scheafer, Bryan Brown, Jorge Tro, Haley Fish, Julie Wehling, Melissa Kelly, Renate Mengelberg, and Eric Laitinen.

Kim Scheafer

- Reviewed Agenda for October 15 CC Meeting

Amanda Zeiber

- Rick Robinson is starting on October 13. Planning a potluck breakfast for staff that morning.
- Summary of Benefits form for Non-Represented has been updated
- Civic Center Construction Services Management RFP was posted. Bid deadline is October 15 at 2 PM.
- Sidewalks are going in on SW 4th Avenue by the High School

Renate Mengelberg

- Working with John Southgate on redevelopment options for downtown City buildings
- Will be talking with Council about a Vertical Housing Tax Credit Incentive
- Manufacturing Day is October 3. Several presentations have been planned during the month.
- Mariah is working on several projects. Will be applying for a Tourism grant from the Chamber.
- Renate, Mariah and Jamie will be attending the Main Street Conference in McMinnville Wednesday – Friday

Jorge Tro

- Two hundred and forty-five pounds of prescriptions drugs were collected Saturday
- Police Sergeant promotional exam was held Friday

Julie Wehling

- Title VI public meeting was held on September 23
- Transit General Pubic Survey is on the website
- An on-board survey will be done in a few months
- Working on lease for parking lot behind Transit office
- At the OTA conference October 18-22

Eric Laitinen

- Molalla Pool closed which has created more people using the Canby pool
- Two new schools have signed up for lessons

Bryan Brown

- Minor partition and accessory dwelling will be on next PC Agenda
- Had a meeting regarding OpenCounter
- Lots of citizen inquiries have been received
- Phone protocol has been changed in Development Services

Melissa Kelly

- Lots of new volunteers have started
- Working with the Library Foundation on end of year paperwork
- Meeting with other Library Directors regarding costs for new library
- Working on Statistical Report for the State

Haley Fish

- Attended Conference last week in Denver
- Will be required to report pensions next year in GASB. PERS has been working with actuaries.
- PERS rates for next year are out
- Audit field work will start November 3

Minutes taken by Kim Scheafer