



CITY COUNCIL Agenda

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

MAY 21, 2025

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637.

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

EXECUTIVE SESSION – 6:15 PM

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

1. **CALL TO ORDER**
 2. **EXECUTIVE SESSION:** Pursuant to ORS 192.660(2)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations.
 3. **ADJOURN**
-

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER**
 - a. Invocation
 - b. Pledge of Allegiance
2. **NEW EMPLOYEE INTRODUCTIONS**
3. **CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a

testimony/comment card prior to speaking and hand it to the City Recorder. If you would like to speak virtually, please contact the Deputy City Recorder by 4:30 pm on May 21, 2025, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

4. CONSENT AGENDA

- a. Approval of the January 31, 2025, City Council Goal Setting Minutes. Pg. 1
- b. Approval of the April 16, 2025, City Council Regular Meeting Minutes. Pg. 5

5. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1643**: An Ordinance Authorizing the City Administrator to Execute a Contract with DeWitt Construction in the Amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore project. (*Second Reading*) Pg. 11
- b. Consider **Ordinance No. 1644**: An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876. (*Second Reading*) Pg. 16
- c. Consider **Ordinance No. 1645**: An Ordinance Authorizing the City Administrator to Purchase One (1) Transit Bus for Canby Area Transit in the amount of \$180,796. (*Second Reading*) Pg. 40
- d. Consider **Ordinance No. 1646**: An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor. (*Second Reading*) Pg. 73
- e. Consider **Ordinance No. 1647**: An Ordinance Adopting Findings to Support an Exemption from the Formal Selection Process for a Contract for Sludge Hauling Services, Declaring such Exemption, and Authorizing Direct Award of a Contract to Heard Farms, Inc. (*First Reading*) Pg. 81
- f. Consider **Resolution No. 1433**: A Resolution Adopting an Updated Contracting and Procurement Policy. Pg. 87

6. OLD BUSINESS

- a. IGA with Clackamas County for Homeless Services Funding Pg. 133
- b. IGA with Clackamas County Transferring Jurisdiction of Pine Street Pg. 155
- c. IGA with Clackamas County Relating to the Storm Drainage Maintenance on Portion of SE 1st Avenue, SE 13th Avenue, and Mulino Road. Pg. 165

7. NEW BUSINESS

- a. Council Reserve Policy Pg. 180

8. MAYOR'S BUSINESS

9. COUNCILOR COMMENTS & LIAISON REPORTS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT

- a. City Attorney Costs Update Pg. 183
- b. Bi-Monthly Reports Pg. 184

11. CITIZEN INPUT

12. ACTION REVIEW

13. ADJOURN

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

CITY OF CANBY WORK SESSION
CANBY CITY COUNCIL/URBAN RENEWAL AGENCY SPECIAL MEETING
GOAL SETTING
January 31, 2025

FACILITATORS: Ashley Sonoff and Sasha Konell from SSW Consulting

COUNCIL PRESENT: Brian Hodson, Traci Hensley, Herman Maldonado (arrived at 3:20 pm), James Davis, Jason Padden, Daniel Stearns, and Paul Waterman.

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/City Recorder; Don Hardy, Planning Director; Jamie Stickel, Economic Development Director/Communications Specialist; Scott Schlag, Finance Director; Jorge Tro, Police Chief; Jerry Nelzen, Public Works Director; Todd Wood, Transit, Fleet, & IT Director; Eric Laitinen, Aquatics Program Manager; and Marisa Ely, Library Director, Monica Stone, Wastewater Treatment Plant Manager; and Teresa Ridgley, Deputy City Recorder.

CALL TO ORDER: Mayor Hodson called the Goal Setting Work Session to order at 3:00 p.m. in the Council Chambers.

Ashley Sonoff, Facilitator, welcomed everyone and reviewed the agenda, retreat goals, guidelines for success, team roles, and expectations. The objective of the session was to refine Council goals to be clear, reasonable, and achievable; build a shared understanding of the current context; and foster a unified team to advance goals together. The Council shared expressions of gratitude.

DISCUSSION REGARDING CITY COUNCIL & URBAN RENEWAL AGENCY (URA) GOALS AND PRIORITIES:

The status of the 2024 goals was reviewed to determine if items could be removed because they were either no longer relevant or were completed, ongoing without more refinement or clarification, or needed refinement with additional clarification or direction.

Goal 1 - Promote Financial Stability

- 1.1 Develop the City's policy for reserve levels to balance savings and spending to meet community needs. Complete. The reserve levels were set between 20-25% and would be tracked in the annual budget document.
- 1.2 Adjust the City's operation fees to reflect the current costs of providing services. Refine. There was discussion regarding an annual review of the Master Fee Schedule to see if they were capturing actual costs and comparing fees with neighboring cities. Staff said the labor involved in a yearly review was extensive. They could work towards a benchmark and bringing all the fees up to one standard, but it was too much workload on staff for every year.

The final decision was to remove 1.2 as an objective and bring the Master Fee Schedule as a Work Session to discuss capturing cost recovery.

- 1.3 Adjust the City's System Development Charges for all infrastructure systems. Ongoing.

- 1.4 Finalize the transition of the current Urban Renewal District expenses and projects. Refine: Remove the word “projects.” Discussion included preparation of how much the General Fund would be taking on with the sunset of the URD.
- 1.5 Conduct assessment on current and future City staffing levels for next three years. Refine. There was agreement that this was more of a policy than a goal and could be removed.
- 1.6 Discuss options for a future Urban Renewal District to support new economic development and part opportunities in conjunction with the expansion of the Urban Growth Boundary (UGB). Ongoing: Not started.

New Ideas: Determine future of the building currently housing the Adult Center and Develop a plan for funding current and expanding Library services.

Goal 2 – Align Resources to Address Future Community Growth

- 2.1 Complete the Housing Needs Analysis and Housing Production Strategy. Housing Needs Analysis completed. Refine: Complete the Housing Production Strategy.
- 2.2 Recruit a hotel/motel for Canby. Refine: Evaluate options for recruiting a hotel (not motel) developer including public/private partnerships and incentives.
- 2.3 Consider Updates to the City Charter. Ongoing: Work Session coming.
- 2.4 Complete the update of the City’s development code. Ongoing.

New Ideas: Complete Comprehensive Plan update and develop an Economic Development Strategic Plan to incentivize higher paying jobs and housing/employment balance and Work with community partners to develop a Master Community Calendar.

Goal 3 – Plan a Transportation System that Eases the Impacts of Growth **Change to Plan a transportation and transit system that meets Canby’s growing needs.

- 3.1 Complete the Transportation System Plan update. Ongoing.
- 3.2 Establish a task force to determine the level of service for streets; set street maintenance fees accordingly. Refine: Receive recommendation from Street Maintenance Task Force and set street maintenance fees accordingly.
- 3.3 Update downtown parking district master plan. Ongoing.
- 3.4 Present an evaluation of County Roads in current city limits and UGB; determine cost and impact of integration into the local transportation system. Refine: Finalize S Ivy and N Pine integration completion; Present a Phase 2 evaluation of County Roads.
- 3.5 Identify County Roads in future UGB expansion areas; determine cost and impact of integration into the local transportation system. Refine: tabled until FY26-27 goal setting.

New Ideas: Develop a cost estimate and undertake improvements on S Pine Street and S Township, Evaluate the next phase of transit services and propose cost and funding options, Complete Walnut Street and 99E extension, and Identify funding options for the transit operations center.

Goal 4 – Develop a More Robust Parks and Recreation Program Aligned with the Park Master Plan

- 4.1 Research and present funding options for parks in current city limits and UGB. Refine: Evaluate and determine Parks and Recreation management structure (Parks District or internal department or a hybrid).

There was discussion regarding hiring a parks director, building the department internally or creating a parks district, and current need for three more FTEs.
- 4.2 Identify and plan for land acquisition for future athletic fields. Refine: Evaluate and determine funding options. (The original 4.2 was folded into the Master Plan.)
- 4.3 Consider hiring a consultant to evaluate how to provide park and recreation services in Canby. Refine: Evaluate and implement the Park Master Plan.
- 4.4 Research and develop funding options for additional parks in future UGB expansion areas. Refine: Remove as it was part of the Park Master Plan.

Goal 5 – Enhance Engagement and Communications that Represent Broad Perspectives

- 5.1 Conduct a community survey on customer service and city service levels. Refine: Include with 5.4 as part of the Communications Plan.
- 5.2 Create a strategy for increasing youth engagement in local government. Refine: Create a youth position for each board, committee, and commission. A new objective was to schedule a City Council meeting at the high school.
- 5.3 Create a strategy for increasing diversity in citizen engagement in local government. Refine: Include with 5.4.
- 5.4 Develop a Communications Plan for the city. Refine: Present, adopt, and implement a Communications Plan. There was discussion regarding hosting City Council open houses, finding a facility where Councilors could meet with citizens, and public safety engagement like a Neighborhood Watch program.
- 5.5 Update Council policies and guidelines document. Ongoing.
- 5.6 Create a Canby Civic Engagement Academy. Completed.
- 5.7 Update policies and guidelines for boards and commissions. Added

New idea: Implement the Emergency Management Plan.

The group had dinner from 5:30 p.m. – 6:00 p.m. and resumed refinement of goals and objectives.

Councilor Maldonado left the meeting at 6:25 p.m.

Parking lot items included City Council Open House to collaborate with other events like the Library's Open House, a facility for Council listening sessions, promotion for If I Were Mayor contest, a Work Session on Economic Development plans, a Work Session on Master Fee Schedule details, and a Work Session on Library funding.

Progress reporting consisted of a mid-year budget review in January with all the Budget Committee and the City Administrator reporting on goals via quarterly progress reports with estimated completion dates and status updates, and if dates needed to be changed, present interim reports if needed.

Next steps included the City Administrator and staff refining and cleaning up the language of what was discussed, cleaning up the goals sheet with a proposal for what the 2025 goals would look like, and presenting them at the March 19, 2025, Council Meeting for adoption. The City Administrator would work with staff on the implementation. The Council discussed the strengths they brought to the table to move the goals forward.

The meeting was adjourned at 7:45 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
WORK SESSION MINUTES
April 16, 2025**

PRESIDING: Brian Hodson

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

STAFF PRESENT: Eileen Stein, City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Jerry Nelzen, Public Works Director; Jamie Stickel, Economic Development Director/Communications Specialist; Monica Stone, Wastewater Treatment Plant Supervisor; Todd Wood, Fleet/Transit/IT Director; Tyler Nizer, Economic Development and Tourism Coordinator; Quinn Wolf, Wastewater Operator I; Ami Minor, Police Officer; Jorge Tro, Police Chief; Jose Gonzalez, Police Captain; and Heidi Muller, Transit Operations Manager.

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

OPERATING POLICIES, GUIDELINES, & PROCEDURES/CITY CHARTER REVIEW COMMITTEE: Emily Guimont, City Attorney, reviewed the proposed changes to the current Council policies and operating guidelines. One change was in approving ordinances as a group for second reading if the first reading was unanimous. Another was regarding public comments and what kind of behavior was acceptable, what topics could be discussed, and what happened if someone violated the rules. Other changes were having a consistent remand process similar to the Planning Commission, memorializing the way agendas were set up and sending them out 7 days in advance, Council accountability, and public reprimand.

There was discussion regarding the purpose of the policies, enforcing the policies and reprimand procedure, potential for Charter amendments, differences between the revised policies and the previous policies, process if the public comments were not acceptable or disruptive on Zoom or in person, reprimands and revoking stipends, attendance and how many Council meetings could be missed before a seat was declared vacant, timeline to review policies every three years, public comments to be made to the presiding officer and allowing clarifying questions, updating comment cards for pooling of time, process for a Charter amendment, and presenting the Charter amendments to voters in chunks instead of all at once.

The subcommittee would revisit the wording for Chapter 10 on accountability and make a recommendation to Council in June.

Ms. Guimont reviewed the Charter amendments list, including quorum requirements, expenditures over \$50,000 needing Council approval by ordinance, maximum approved absences before a Council seat was considered to be vacant, and clarifying rules for boards and committees.

Councilors Padden, Hensley, and Stearns volunteered for the Charter review subcommittee.

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

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
April 16, 2025**

PRESIDING: Brian Hodson

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

STAFF PRESENT: Eileen Stein, City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Jerry Nelzen, Public Works Director; Jamie Stickel, Economic Development Director/Communications Specialist; Monica Stone, Wastewater Treatment Plant Supervisor; Todd Wood, Fleet/Transit/IT Director; Tyler Nizer, Economic Development and Tourism Coordinator; Quinn Wolf, Wastewater Operator I; Ami Minor, Police Officer; Jorge Tro, Police Chief; Jose Gonzalez, Police Captain; and Heidi Muller, Transit Operations Manager.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:09 p.m.

NEW EMPLOYEE INTRODUCTIONS: Monica Stone, Wastewater Treatment Supervisor, introduced Quinn Wolf, the new Wastewater Maintenance Operator I.

SWEARING-IN OF POLICE OFFICER: Jorge Tro, Police Chief, introduced new Police Officer Ami Minor who was sworn in by Judge Grafe.

HISTORIC PRESERVATION MONTH PROCLAMATION: Mayor Hodson read the proclamation declaring May 2025 as Historic Preservation Month and presented it to Judi Aus, Mark Prairie Historical Society past president.

Carol Palmer, Heritage and Landmarks Commission, gave an update on the Commission's work completed so far this year, historic property surveys, upgrade to the HLC website, driving tours, and financials.

50TH VIETNAMESE AMERICAN REMEMBRANCE DAY PROCLAMATION: Mayor Hodson read the proclamation declaring April 30, 2025 as the 50th Vietnamese American Remembrance Day and presented it to Thao Tu, president of the Vietnamese Community in Oregon.

LIBRARY FUNDING PRESENTATION: Marisa Ely, Library Director, discussed the current problems vs. future problems of the library. The first was long-term sufficiency and sustainability of Library District funding. She discussed the library districts in Oregon and the Clackamas County district which had a permanent tax rate of 39 cents per \$1,000 of assessed value. Funds were distributed to the libraries in the County per a formula defined in the Intergovernmental Agreement. She explained the purpose of the funds and how the current funding formula created inequities in services provided to different libraries. She discussed the district service areas, neighboring city contributions, grant funding drying up, rising costs of library operations, library collection budget, increasing materials & services budget, service standards, hours, comparing OLA service level standards with the Canby Library, 2024 online

survey results, comparing open hours of other libraries, staffing and burnout, circulation duties and FTE equivalent, and how Carus area residents used Canby's library but the funding went to Oregon City instead because of maps that needed to be updated. She emphasized the importance of the library to the community and the need for increased funding to support its operations.

There was discussion regarding the library district boundary, need for Page positions, increasing the tax levy, fines and fees, grant funding, and creating a separate taxing district.

Mayor Hodson read comments from the Canby High School student liaison to the Library Board and comments from a Library Board Member about the benefits of the Library.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Teresa Sasse, Daniel Godfrey, and Matt Weber, Street Maintenance Fee Task Force members, approached the Council with their concerns. They expressed dissatisfaction with the lack of Finance Department support and the unclear formulas for charging businesses. They had come up with recommendations for a fee increase but the information they had been given had major flaws and staff said they needed to do an audit first. An audit was supposed to have been done in a few months, but it was still not done. There needed to be urgency in completing the audit.

Councilor Maldonado left the meeting.

CONSENT AGENDA: **Council President Hensley moved to approve the Consent Agenda including the minutes of the March 19, 2025, Work Session, the minutes of the April 2, 2025, Work Session and Regular Meeting, and the appointment of Michelle Bayley to the Bike and Pedestrian Committee for a term ending June 30, 2027. Motion was seconded by Councilor Waterman and passed 5-0.

ORDINANCES AND RESOLUTIONS:

Ordinance 1641 – ****Councilor Davis moved to adopt Ordinance 1641, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-McLEOD, INC., IN THE AMOUNT OF \$126,000 FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR IMPROVEMENTS TO NE 10TH AVENUE FROM N. LOCUST STREET TO N. PINE STREET. Motion was seconded by Councilor Padden and passed 5-0 by roll call vote.**

Ordinance 1642 – Jerry Nelzen, Public Works Director, discussed the RFP process and how Curran-McLeod scored the highest out of four bids. This process was done every five years.

****Councilor Padden moved to approve Ordinance 1642, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH CURRAN-McLEOD, INC. FOR ENGINEER OF RECORD to come up for second reading on May 7, 2025. Motion was seconded by Council President Hensley and passed 5-0 on first reading.**

Resolution 1426 – Emily Guimont, City Attorney, discussed the franchise agreement amendment with Astound. This was a long-term agreement that had expired in 2020. The amendment was a ten-year extension retroactive to when the agreement had expired.

There was discussion regarding the impact of the amendment on DirectLink.

The resolution was tabled until May 7, 2025.

Resolution 1427 – Jamie Stickel, Economic Development Director/Communications Specialist, presented the Canby Communications Plan. She reviewed the background, mission, objectives, key roles and responsibilities, key audiences, internal communications strategy, external communications strategy, implementation and evaluation, budget considerations, and addendum.

There was discussion regarding potential budget impacts to implement the plan, metrics for measuring the level of engagement, staff time commitment to implement the plan, and advertising news releases and events on one central website.

Councilor Davis was opposed because he thought they would not be able to adequately budget for the implementation of the plan. Councilor Waterman said they would be better utilizing what they were currently paying for.

****Councilor Padden moved to approve Resolution 1427, A RESOLUTION ADOPTING THE COMMUNICATIONS PLAN FOR THE CITY OF CANBY. Motion was seconded by Councilor Waterman and passed 4-1 with Councilor Davis opposed.**

Resolution 1428 – Todd Wood, Fleet/Transit/IT Director, and Heidi Muller, Transit Operations Manager, spoke about the federal and state requirements for ADA, Title VI, transit fleet and facilities maintenance, and drug and alcohol policies. These plans were being updated per the requirements.

****Council President Hensley moved to approve Resolution 1428, A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2025 AMERICANS WITH DISABILITIES (ADA) PLAN AND REPEALING RESOLUTION NO. 1303. Motion was seconded by Councilor Davis and passed 5-0.**

Resolution 1429 – ****Councilor Padden moved to approve Resolution 1429, A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2025 CIVIL RIGHTS PROGRAM TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN AND REPEALING RESOLUTION NO. 1297. Motion was seconded by Councilor Waterman and passed 5-0.**

Resolution 1430 – ****Councilor Stearns moved to approve Resolution 1430, A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2025 ASSET MAINTENANCE PLAN FOR PUBLIC TRANSIT FLEET AND FACILITIES AND REPEALING RESOLUTION NO. 1304. Motion was seconded by Councilor Padden and passed 5-0.**

Resolution 1431 – ****Council President Hensley moved to approve Resolution 1431, A RESOLUTION ADOPTING A REVISED CITY OF CANBY DRUG & ALCOHOL POLICY FOR USE WITH DOT REGULATED EMPLOYEES AND REPEALING RESOLUTION NO. 1332. Motion was seconded by Councilor Padden and passed 5-0.**

OLD BUSINESS: None.

NEW BUSINESS: None.

MAYOR'S BUSINESS: Mayor Hodson reported on the Clackamas County Coordinating Committee meeting where the transportation funding package was discussed. He also discussed the OLCC groundbreaking event in the Industrial Park.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Waterman reported on a new member for the Bike and Pedestrian Committee.

Councilor Stearns discussed changing the formula for the Street Maintenance Fee and indexing the fee to inflation.

Councilor Davis reported on the Park and Recreation Advisory Board meeting where the Dodds/Auburn playground equipment, parks SDCs, and project list were discussed. The new Adult Center was moving forward. He agreed the formula for the Street Maintenance Fee needed to be fixed and a consultant should be hired to do the audit.

Councilor Padden suggested adding an agenda item for next steps on the Street Maintenance Fee on the May 21 meeting agenda. There was consensus to put it on the agenda.

He reported on the Heritage and Landmarks Commission who were going to put together a handbook for new members and work on goals that aligned with Council's goals. He also attended the OLCC groundbreaking. He asked for staff to look into a program that would remind them when planning documents and agreements needed to be updated.

CITY ADMINISTRATOR'S BUSINESS:

Eileen Stein, City Administrator, noted the increases in costs being paid to the contracted City Attorney. She discussed scheduling a budget Work Session on April 30. There was not a consensus to meet on April 30.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance 1641.
3. Approved Ordinance 1642 to a second reading on May 7, 2025.
4. Tabled Resolution 1426 until May 7, 2025, for more information on the impacts to Direct Link.
5. Adopted Resolutions 1427, 1428, 1429, 1430, and 1431.
6. Added a discussion on the Street Maintenance Fee to the May 21, 2025, meeting agenda.

****Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(i) Performance Evaluation. Motion was seconded by Councilor Davis and passed 5-0.**

Mayor Hodson read the Executive Session statement and adjourned the Regular Meeting at

10:01 p.m. The Executive Session was called to order at 10:15p.m. and adjourned at 11:34 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

DRAFT



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jeremy S. Thomas, CURRAN-MCLEOD, Inc
Agenda Item: Consider **Ordinance No. 1643**: An Ordinance Authorizing the City Administrator to Execute a Contract with DeWitt Construction in the Amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore project. (*Second Reading*)
Goal: Align Resources to Address Future Community Growth
Objective: N/A

Summary

On April 24, 2025, the City of Canby received seven (7) bids for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project. This staff report is to recommend the City Council approve the award of the construction contract to DeWitt Construction in the amount of \$837,720.

Background

The scope of work consists of construction of approximately 1,000 LF of 8" sanitary sewer line with a bored crossing for Union Pacific Railroad in a 20" epoxy coated steel casing pipe with cathodic protection and a bored crossing for ODOT Highway 99E in a 20" uncoated steel casing pipe.

A bid tabulation is attached, and a summary of all bids is listed below:

| | | |
|---|---------------------------|-----------------|
| 1 | Dewitt Construction | \$ 837,720.00 |
| 2 | Lawson Corporation | \$ 899,996.00 |
| 3 | Saunders Company | \$ 940,000.00 |
| 4 | Canby Excavating | \$ 1,012,493.00 |
| 5 | K&E Excavating | \$ 1,052,710.00 |
| 6 | J.W. Fowler | \$ 1,122,951.00 |
| 7 | Emery & Sons Construction | \$ 1,612,730.00 |

Discussion

This solicitation was advertised and completed in compliance with the public bid statutes in ORS 279C as a formal bid process. All seven (7) bids were reviewed for compliance with the bidding requirements, and all seven bids were deemed to be responsive and responsible.

DeWitt Construction has been active in the construction industry since 1990 and has no complaints, disciplinary actions, or debt noted on their CCB file.

Attachments

1. Ordinance No. 1643
2. Bid Tabulation

Fiscal Impact

This project was budgeted in FY24-25 & FY25-26

Options

1. Approve Ordinance No. 1643 as presented.
2. Do not approve Ordinance No. 1643.

Recommendation

Staff recommends Council approve Ordinance No. 1643.

Proposed Motion

"I move to adopt Ordinance No. 1643 Authorizing the City Administrator to execute a contract with DeWitt Construction in the amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project."

ORDINANCE NO. 1643

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH DEWITT CONSTRUCTION IN THE AMOUNT OF \$837,720 FOR THE WALNUT STREET SANITARY SEWER HWY99E & RR BORE PROJECT.

WHEREAS, in accordance with the Public Contract requirements in ORS 279C, the City of Canby has heretofore formally advertised and received bids for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project;

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 2, 2025;

WHEREAS, seven (7) bids were received and opened on April 24, 2025, at 2:00 pm in the City Hall Mount Hood Conference Room;

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 7, 2025, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low-responsive bid was that of DeWitt Construction.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with DeWitt Construction for Construction of the Walnut Street Sanitary Sewer HWY99E & RR Bore Project in the amount of \$837,720.

Section 2. Inasmuch as it is in the best interest and the safety and welfare of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist, and this ordinance shall therefore take effect immediately upon its enactment after final reading.

Section 3. The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 7, 2025; ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 21, 2025, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of May 2025, by the following vote:

YEAS _____

NAYS _____

Brian Hodson, Mayor

ATTEST:

Maya Benham, CMC
City Recorder

| | | | | | | | | | |
|---|--|----------|---------------------|--------------------|------------------|------------------|-----------------|-----------------|---------------------------|
| CITY OF CANBY | | | | | | | | | |
| Walnut Sanitary Sewer Hwy 99E & RR Bore | | | | | | | | | |
| Bid Date: Thursday, April 24, 2025 @ 2PM | | | | | | | | | |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| BID TABULATION | | | Dewitt Construction | Lawson Corporation | Saunders Company | Canby Excavating | K&E Excavating | J.W. Fowler | Emery & Sons Construction |
| Basic Bid Items: | | | Units | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total |
| Site Preparation | | | | | | | | | |
| 1 | Mobilization, Bonds & Insurance | 1 LS | \$ 79,330.00 | \$ 80,000.00 | \$ 112,490.00 | \$ 190,000.00 | \$ 105,000.00 | \$ 109,095.00 | \$ 396,500.00 |
| | | | \$ 79,330.00 | \$ 80,000.00 | \$ 112,490.00 | \$ 190,000.00 | \$ 105,000.00 | \$ 109,095.00 | \$ 396,500.00 |
| 2 | Temporary Protection & Direction of Traffic | 1 LS | \$ 5,948.00 | \$ 8,000.00 | \$ 11,500.00 | \$ 5,200.00 | \$ 35,000.00 | \$ 25,066.00 | \$ 40,580.00 |
| | | | \$ 5,948.00 | \$ 8,000.00 | \$ 11,500.00 | \$ 5,200.00 | \$ 35,000.00 | \$ 25,066.00 | \$ 40,580.00 |
| 3 | Erosion & Sediment Control | 1 LS | \$ 4,375.00 | \$ 6,700.00 | \$ 6,000.00 | \$ 6,500.00 | \$ 20,000.00 | \$ 25,782.00 | \$ 18,050.00 |
| | | | \$ 4,375.00 | \$ 6,700.00 | \$ 6,000.00 | \$ 6,500.00 | \$ 20,000.00 | \$ 25,782.00 | \$ 18,050.00 |
| 4 | Clearing & Grubbing | 1 LS | \$ 2,540.00 | \$ 9,000.00 | \$ 5,000.00 | \$ 5,500.00 | \$ 15,000.00 | \$ 5,384.00 | \$ 2,595.00 |
| | | | \$ 2,540.00 | \$ 9,000.00 | \$ 5,000.00 | \$ 5,500.00 | \$ 15,000.00 | \$ 5,384.00 | \$ 2,595.00 |
| 5 | Open Trench Rock Excavation | 50 CY | \$ 117.00 | \$ 150.00 | \$ 100.00 | \$ 195.00 | \$ 250.00 | \$ 275.00 | \$ 240.00 |
| | | | \$ 5,850.00 | \$ 7,500.00 | \$ 5,000.00 | \$ 9,750.00 | \$ 12,500.00 | \$ 13,750.00 | \$ 12,000.00 |
| 6 | 20" Casing Manual Boulder Removal | 30 Hrs | \$ 1,292.00 | \$ 1,700.00 | \$ 1,300.00 | \$ 1,350.00 | \$ 1,300.00 | \$ 1,305.00 | \$ 1,360.00 |
| | | | \$ 38,760.00 | \$ 51,000.00 | \$ 39,000.00 | \$ 40,500.00 | \$ 39,000.00 | \$ 39,150.00 | \$ 40,800.00 |
| 7 | Sawcut AC & Concrete Surfaces | 400 LF | \$ 3.50 | \$ 3.00 | \$ 3.00 | \$ 3.00 | \$ 4.00 | \$ 2.00 | \$ 5.50 |
| | | | \$ 1,400.00 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,200.00 | \$ 1,600.00 | \$ 800.00 | \$ 2,200.00 |
| 8 | Tree Removal, 12" Dia & Larger | 5 Ea. | \$ 1,573.00 | \$ 2,000.00 | \$ 2,250.00 | \$ 1,000.00 | \$ 2,500.00 | \$ 1,900.00 | \$ 3,020.00 |
| | | | \$ 7,865.00 | \$ 10,000.00 | \$ 11,250.00 | \$ 5,000.00 | \$ 12,500.00 | \$ 9,500.00 | \$ 15,100.00 |
| 9 | Grind Existing AC, 2" Depth | 950 SY | \$ 8.00 | \$ 18.50 | \$ 10.00 | \$ 10.00 | \$ 8.00 | \$ 8.00 | \$ 12.50 |
| | | | \$ 7,600.00 | \$ 17,575.00 | \$ 9,500.00 | \$ 9,500.00 | \$ 7,600.00 | \$ 7,600.00 | \$ 11,875.00 |
| Subtotal | | | \$ 153,668.00 | \$ 190,975.00 | \$ 200,940.00 | \$ 273,150.00 | \$ 248,200.00 | \$ 236,127.00 | \$ 539,700.00 |
| | | | | | | | | | |
| Basic Bid Items: | | | Units | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total |
| Paving & Surfacing | | | | | | | | | |
| 10 | AC Trench Patch and Overlay, 1/2" Dense Mix ACP, PG 58-28 | 120 Tons | \$ 195.50 | \$ 220.00 | \$ 230.00 | \$ 168.00 | \$ 205.00 | \$ 257.00 | \$ 170.00 |
| | | | \$ 23,460.00 | \$ 26,400.00 | \$ 27,600.00 | \$ 20,160.00 | \$ 24,600.00 | \$ 30,840.00 | \$ 20,400.00 |
| Subtotal | | | \$ 23,460.00 | \$ 26,400.00 | \$ 27,600.00 | \$ 20,160.00 | \$ 24,600.00 | \$ 30,840.00 | \$ 20,400.00 |
| | | | | | | | | | |
| Basic Bid Items: | | | Units | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total | Unit / Total |
| Sanitary Sewer | | | | | | | | | |
| 11 | 8" PVC 3034 Sanitary Sewer Incl Open Trench Ex and Select Backfill | 734 LF | \$ 184.75 | \$ 190.00 | \$ 270.00 | \$ 210.00 | \$ 290.00 | \$ 301.00 | \$ 465.00 |
| | | | \$ 135,606.50 | \$ 139,460.00 | \$ 198,180.00 | \$ 154,140.00 | \$ 212,860.00 | \$ 220,934.00 | \$ 341,310.00 |
| 12 | ODOT Bore: 20" Steel Casing W/ 8" 3034 PVC Sewer & 3 - 3" Sch 40 PVC Conduit, Includes Sand Slurry Casing Backfill and End Plugs | 117 LF | \$ 1,307.00 | \$ 1,440.00 | \$ 1,115.00 | \$ 1,450.00 | \$ 1,350.00 | \$ 1,411.00 | \$ 1,970.00 |
| | | | \$ 152,919.00 | \$ 168,480.00 | \$ 130,455.00 | \$ 169,650.00 | \$ 157,950.00 | \$ 165,087.00 | \$ 230,490.00 |
| 13 | UPRR Bore: 20" Steel Casing W/ 8" 3034 PVC Sewer Incl Epoxy Coating, Cathodic Protection, Valve Boxes, Vent, and End Plugs | 219 LF | \$ 1,364.50 | \$ 1,399.00 | \$ 1,275.00 | \$ 1,485.00 | \$ 1,400.00 | \$ 1,502.00 | \$ 1,840.00 |
| | | | \$ 298,825.50 | \$ 306,381.00 | \$ 279,225.00 | \$ 325,215.00 | \$ 306,600.00 | \$ 328,938.00 | \$ 402,960.00 |
| 14 | 6" Sewer Lateral Reconnection Including Tee, 6" PVC Elbow, 10 lf of 6" Pipe, 6" x 4" PVC Reducer if Required, 4" or 6" Flexible Coupling | 4 Ea. | \$ 646.00 | \$ 2,000.00 | \$ 3,500.00 | \$ 1,932.00 | \$ 3,650.00 | \$ 5,042.00 | \$ 1,390.00 |
| | | | \$ 2,584.00 | \$ 8,000.00 | \$ 14,000.00 | \$ 7,728.00 | \$ 14,600.00 | \$ 20,168.00 | \$ 5,560.00 |
| 15 | 6" Sewer Lateral Extension, including Trench Ex & Select Backfill | 50 LF | \$ 123.00 | \$ 198.00 | \$ 125.00 | \$ 125.00 | \$ 140.00 | \$ 305.00 | \$ 155.00 |
| | | | \$ 6,150.00 | \$ 9,900.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 7,000.00 | \$ 15,250.00 | \$ 7,750.00 |
| 16 | New Sewer Cleanout including 50 SF of Sidewalk, new cleanout, and landscape restoration if Needed | 2 Ea. | \$ 1,659.00 | \$ 1,900.00 | \$ 2,000.00 | \$ 1,100.00 | \$ 2,700.00 | \$ 6,195.00 | \$ 1,640.00 |
| | | | \$ 3,318.00 | \$ 3,800.00 | \$ 4,000.00 | \$ 2,200.00 | \$ 5,400.00 | \$ 12,390.00 | \$ 3,280.00 |
| 17 | New Service Lateral from MH 6, including 6" MH connection, Excavation & Select Bfl, 20 LF 6" PVC Pipe & End Plug | 1 Ea. | \$ 4,957.00 | \$ 4,600.00 | \$ 3,450.00 | \$ 3,000.00 | \$ 6,500.00 | \$ 7,765.00 | \$ 3,020.00 |
| | | | \$ 4,957.00 | \$ 4,600.00 | \$ 3,450.00 | \$ 3,000.00 | \$ 6,500.00 | \$ 7,765.00 | \$ 3,020.00 |
| 18 | 48" Standard Manhole, all depths | 6 Ea. | \$ 9,372.00 | \$ 7,000.00 | \$ 12,650.00 | \$ 8,500.00 | \$ 11,500.00 | \$ 14,242.00 | \$ 9,710.00 |
| | | | \$ 56,232.00 | \$ 42,000.00 | \$ 75,900.00 | \$ 51,000.00 | \$ 69,000.00 | \$ 85,452.00 | \$ 58,260.00 |
| Subtotal | | | \$ 660,592.00 | \$ 682,621.00 | \$ 711,460.00 | \$ 719,183.00 | \$ 779,910.00 | \$ 855,984.00 | \$ 1,052,630.00 |
| | | | | | | | | | |
| Red denotes variation from written bid, after calculation | | | TOTAL BASIC BID | \$ 837,720.00 | \$ 899,996.00 | \$ 940,000.00 | \$ 1,012,493.00 | \$ 1,052,710.00 | \$ 1,122,951.00 |
| | | | | \$ 1,612,730.00 | | | | | |



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Ordinance No. 1644**: An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876. (*Second Reading*)
Goal: Plan a Transportation System that Eases the Impacts of Growth
Objective: N/A

Summary

Canby Area Transit (CAT) seeks authorization to purchase four (4) new eight-passenger, 22-foot Prime Time Med Transit Vans from Northwest Bus Sales. These vehicles will be utilized for Paratransit and Dial-A-Ride services.

Background

In 2021, CAT acquired one (1) Ford Transit Van for Dial-A-Ride operations. Since its deployment, the vehicle has demonstrated reduced maintenance and fuel costs compared to the larger Cutaway Buses. It is also equipped with a hydraulic lift system that effectively accommodates passengers with mobility devices. Currently, CAT operates three (3) Cutaway Buses—one (1) 23-foot and two (2) 26-foot models—that have exceeded the State's Useful Life Standards. To better meet operational needs and service demand, CAT proposes replacing one (1) 26-foot and one (1) 23-foot Cutaway Bus with four (4) Transit Vans, which will enhance the efficiency and reliability of the Dial-A-Ride service.

In 2024, CAT applied for a Section 5339 grant to support the purchase of new vehicles. In January 2025, CAT was awarded \$715,000 under this program, with a required 15% local match. The grant covers the purchase of four Transit Vans and one Cutaway vehicle.

Discussion

Dial-A-Ride is a critical service, primarily serving Canby residents who qualify for Paratransit services under the Americans with Disabilities Act (ADA). Transit Vans have proven to be more comfortable, fuel-efficient, and easier to maintain than the Cutaway Buses. They also provide better accessibility for mobility devices. These features are especially beneficial for frequent trips to Oregon City for education, employment, social services, legal matters, and medical appointments.

Attachments

- Ordinance No. 1644
- RFQ Analysis
- Price Quote and Response from Northwest Bus Sales

Fiscal Impact

The Section 5339 grant requires a 15% local match from CAT. Each Transit Van is priced at \$113,769. Additionally, CAT intends to purchase one extra set of rims and tires for \$2,800. The total purchase amount is \$457,876, requiring a local match of \$68,681.40, to be funded through the local payroll tax.

Recommendation

Staff recommends that the City Council authorize staff to execute and issue on behalf of the City of Canby (Canby Area Transit) the necessary Purchase Orders with Northwest Bus Sales.

Proposed Motion

"I move to adopt Ordinance No. 1644, An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876."

ORDINANCE NO. 1644

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE FOUR (4) TRANSIT VANS FOR CANBY AREA TRANSIT FROM NORTHWEST BUS SALES IN THE AMOUNT OF \$457,876.

WHEREAS, the City of Canby, through Canby Area Transit (CAT), intends to purchase four (4) eight-passenger, 22-foot PRIME TIME MED Transit Vans to support Dial-A-Ride and Paratransit services;

WHEREAS, CAT has been awarded Grant Contract No. 35672 from the Oregon Department of Transportation (ODOT) – Rail and Public Transit Division, providing \$715,000 in Section 5339 grant funds, with a 15% required match;

WHEREAS, the grant funding for this vehicle purchase is included in the proposed budget for Fiscal Year 2025–2026 for the City of Canby;

WHEREAS, the purchase complies with ORS 279.820–279.855 and will be made through Statewide Price Agreement No. 35672, established for the State of Oregon and authorized participants of the Oregon Cooperative Purchasing Program (ORCPP) to acquire ADA-compliant transit vehicles;

WHEREAS, in accordance with grant agency requirements, CAT issued a Request for Quote (RFQ) on February 27, 2025, to all ORCPP vendors offering vehicles that meet CAT's specifications;

WHEREAS, responses to the RFQ were received by March 28, 2025, and three (3) vendors submitted quotes for the required eight-passenger vehicles;

WHEREAS, consistent with granting agency guidelines, the submitted quotes were evaluated based on a "best value" criterion, including cost, vehicle specifications, ADA compliance, and service suitability;

WHEREAS, the evaluation, comparison, and selection of the preferred vendor were reviewed and approved by the granting agency, ODOT Rail and Public Transit Division;

WHEREAS, Northwest Bus Sales submitted the highest-rated quote under Price Agreement No. 35672, offering the required vehicles at \$114,469 each (inclusive of scheduled options); and

WHEREAS, pursuant to Statewide Price Agreement No. 35672, all purchase orders accepted by Northwest Bus Sales constitute separate contracts.

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

Section 1: The City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Area Transit), and on its behalf, the appropriate Purchase Order (contract) with Northwest Bus Sales for the procurement of four (4) eight-passenger, 22-foot PRIME TIME MED Transit Vans in the amount of Four Hundred Fifty-Seven Thousand Eight Hundred Seventy-Six Dollars (\$457,876).

Section 2: The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting held on Wednesday, May 7, 2025. This ordinance is ordered posted in accordance with the Canby City Charter and scheduled for second reading and final adoption at a regular City Council meeting on Wednesday, May 21, 2025, at 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby

From: Chris Welker – Northwest Bus Sales

Re: New Van Quote

Hi Todd,

Thank you for the opportunity to participate in your RFQ for Category E1 Vans. Northwest Bus Sales aims to be the most competitively priced provider of quality buses and vans, but where we really shine is in our support- both during and after the sale. Attached you will find our response to your RFQ. We appreciate your business and look forward to working with you on this purchase. If you have any questions regarding this quote, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☒ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: March 28, 2025
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase Grant Agreement # 35672
-

VENDOR (Business Name): Northwest Bus Sales, Inc.

Vendor Contact Person: Chris Welker **Phone:** 360-480-6021
Email Address: chrisw@nwbus.com **Alt Phone:** 253-841-9997

☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT) **Date:** February 27, 2025
Contact Person: Todd M. Wood, Transit Director **Phone:** 503.266.0751
Email Address: woodt@canbyoregon.gov **Fax:** 503.263.6284
Agency Address: PO Box 930, Canby, OR 97013

Kimberly Stanchfield from Knowledge In Mobility will be assisting with this purchase process. Send all questions, correspondence, RFQ submittals to both Kimberly at Kimberly@KnowledgeInMobility.com and Todd Wood as listed above.

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement **No. of Vehicles Required:** 4

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☐ Cat D ☒ Cat E 1 (select from 1 or 3)

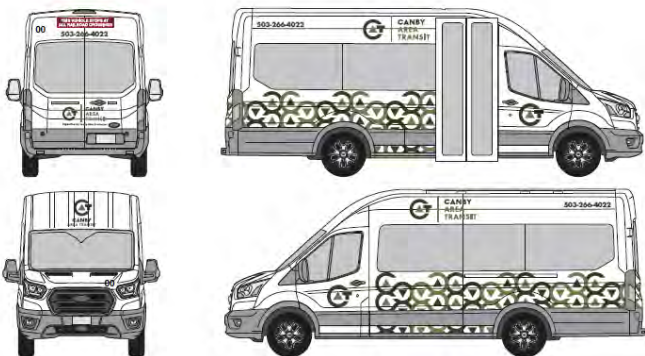
Length (can be range): 19' to 22' **Regular Seats:** 8 **ADA Stations/Tiedowns:** 2

Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane ☐ Electric

☒ High Floor ☐ Low Floor **Other Comment:** Ford Transit with oversized wheelchair stations
(or equivalent)

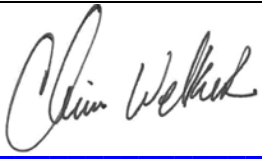
The general specification for vehicle is as follows:

| A. VENDOR'S VEHICLE BASE PRICE INFORMATION | | VEHICLE BASE PRICE |
|---|---|---|
| <i>This Section to be completed by Vendor</i> | | <i>Enter base price from State Price Agreement below</i> |
| Vehicle Make/Model: PrimeTime Med Transit | | |
| Length: 20' | | \$83,850 |
| Fuel Type: Gasoline | | |
| Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other: | | |
| No. of Regular Passenger Seats: 6 Base, 8 As-Bid | | |
| No. of ADA Stations w/Tiedowns Desired: 1 Base, 2 As-Bid | | |
| Other Special Note: | | |
| B. VEHICLE REQUIRED SPECIFICATIONS | | |
| <i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i> | VENDOR RESPONSE | |
| <i>Requesting Agency's Required Specifications Description</i> | <i>Vendor Suggestions (related to vehicle specs)</i> | |
| 1. At the end of the RFQ are 3 required certification attachments. Theses must be returned with the RFQ response. Failure to include will render your response non-responsive. | Attached | |
| 2. All standard specs per State Price Agreement. Include a list of vendor provided standard specs with RFQ response including all chassis specs. | Attached | |
| 3. High-ceiling, long wheelbase public transit van (Ford Transit, Mercedes, Dodge Ram or Equivalent) GVWR approx. 10,350 with dual rear wheels | Included in final price | |
| 4. Replace side sliding passenger door with power operated double-out bi-fold door with power switch at driver console with right and left hand handrails and yellow step nosing. | Included in final price | |
| Attached photo of proposed door with RFQ response. | Attached | |
| 5. Battery disconnect switch accessible from base of driver seat or driver stepwell area. Switch to be Blue Sea Battery Disconnect switch (Part#: BS6006) or equivalent. | Included in final price | |

| | |
|--|-----------------------------|
| 6. Van exterior to be white | Standard |
| 7. OEM Radio speakers to be disconnected. No sound but maintain camera and clock. | Included in final price |
| <p>8. Exterior graphics prepared & installed using 3M material</p> <p>Successful vendor will be supplied with PDF of graphics package.</p>  | Included in final price |
| 9. Two (2) ADA securement stations for oversized wheelchairs with Q-Straint QRT (or equivalent). L track to run front back of van to maximize flexibility and space for wheelchair tiedowns (No Slide N Click) | Included in final price |
| 10. Rear 1000# lift | Standard |
| 11. Qty. (3) three double folding seats in passenger area behind driver and (2) two single folding seats on curbside (8 total passengers when all seats deployed). All seats to have gray vinyl anti-bacterial/anti-microbial coverings, PPE armrests, 3-Point seat belts and PPE aisle side grab handles. | Included in final price |
| 12. Exhaust must exit out the driver side (not out the rear) | Standard |
| 13. OEM driver seat to be power, 6 way adjustable and covered with black cloth | Included in final price |
| 14. TDSS wheelchair storage under folding seats (no bags) | Included in final price (2) |
| 15. Pre-wired for Two Way Radio – Radio will be placed to right of driver doghouse (installation should not interfere with doghouse opening) | Included in final price |
| 16. Kenwood (or equivalent) digital 2-way radio system purchased & installed (Complete | Included in final price |

| | |
|--|---|
| Wireless in Salem is CAT vendor). CAT to provide location of radio before installation. | |
| 17.2 USB ports in driver area (minimum) | Ford OEM |
| 18. Floor to ceiling stanchion, modesty panel and plexiglass barrier behind driver. Please provide photo of this structure in a current van | Included in final price, Attached |
| 19. Heat and AC for passengers adequate for local climate | OEM Heat/AC deemed adequate for all US climates by Ford |
| 20. Yield sign like TRIMET (Triangle) with momentary switch and to auto cancel with left turn signal | Included in final price |
| <p>21. AngelTrax Vulcan (or equivalent) security camera system. Purchased & installed to match existing fleet as below:</p> <p><u>Transit Van:</u></p> <ul style="list-style-type: none"> • One (1) V1202HC Hard Drive Unit with a MSD64GB Memory Card Included • One (1) IPI26V2 Dash Camera looking forward out-front windshield (NOT ON WINDSHIELD) • One (1) IPI26V2 Camera Looking at Driver area from Passenger side • One (1) IPI26V2 Camera Looking at Passenger Doorway • One (1) IPSMB2800 Rear Backing Camera above rear doors • One (1) PARLX4K Interior Cameras in center of Van mounted on curbside • Two (2) PARLX4K Exterior Cameras in center of Van • One (1) CP4 Control/Backing Monitor | Included in final price |
| 22. Donation box with mounting stanchion/bracket. CAT to approve location before installation. | Included in final price |
| 23. Altro flooring (or equivalent) throughout van – no carpet | Standard |
| <p>24. CAT uses the PASSIO technology system. Provide Portable Android MDT tablet with RAM mount on dash.</p> <p>Contact Darryl Baker at PASSIO for requirements</p> <p>678-825-3456 Darryl.baker@passiotech.com</p> <p>Agency will provide successful vendor with mounting location.</p> | Included in final price. Includes installation and first years service. |
| 25. Body fluid kit – mounted in van before delivery | Included in final price |
| <i>Subtotal Cost of Required Options:</i> | |
| <i>Total Vehicle Cost With All Required Options:</i> | |
| | \$29,919 |
| | \$113,769 |

| | | | |
|---|--|--|---|
| Estimated Vehicle Privilege Tax (if billing to agency) – NOTE: ADA Modifications are exempt from tax | | \$0 | |
| Total Vehicle Cost With All Required Options and tax: | | \$113,769 | |
| C. VEHICLE PREFERRED OPTIONS | | | |
| Requesting Agency’s Preferred Options Description | Included in Base Price? YES / NO | \$Additional Cost for Option\$ (or Note Not Available) | Vendor Suggestions (related to vehicle specs) |
| 1. One set of snow tires and wheels (mounted and balanced) – All weather tires | NO | \$2,800 | |
| 2. Q-Straint GO2 Oxygen holder (or equivalent) | NO | \$495 | |
| Subtotal Cost of Preferred Options: | | \$3,295 | |

Vendor's Signature:  Date Sent: 03/27/2025

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

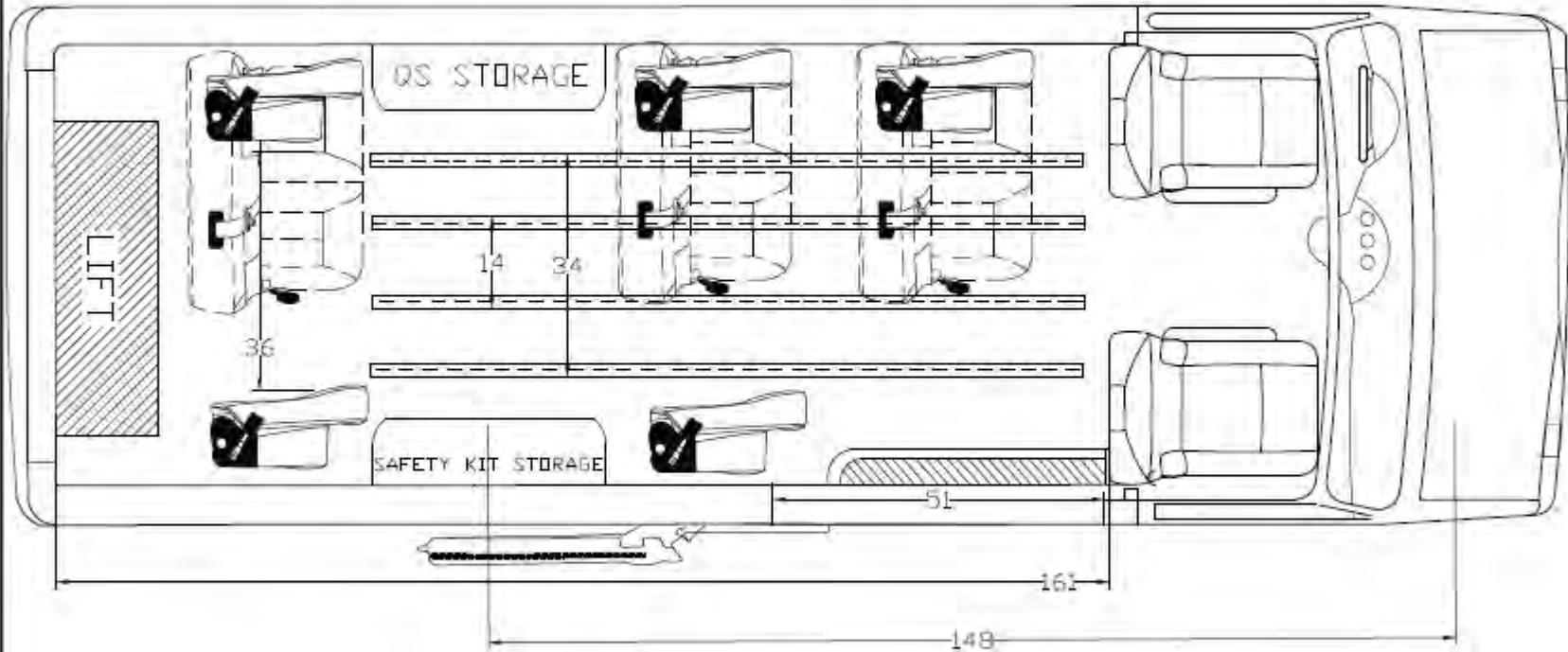
- ☐ **Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- ☒ **Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Vehicle Serviceability /Operating Characteristics (20 Points)
4. Agency Service/Warranty History with vendor and vendor references (provide 2 references) (20)
5. Please answer the following questions that will help the Fleet/Maintenance Departments determine the best value for the Agency. (30 Points)
 - ❖ Explain how warranty work and vendor repairs are proposed. Attach separate sheet if necessary.
 - ❖ Who transports vehicle for OEM and body repairs under warranty to the repair facility or are you going to reimburse our Fleet or Transit Department for travel time?
 - ❖ Where is the closest location of warranty repair facility for the body, chassis and optional equipment?
 - ❖ Explain response time on warranty service and repairs by your mobile technician?
 - ❖ Does or will your company pay for warranty repairs performed “in house” at our repair facility and at what rate?

PRIME TIME SV FLOOR PLAN

FORD TRANSIT 350 EL MTR-310-2-A



**NOTE: DIMENSIONS MAY NOT BE ACCURATE
THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.**

THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF PRIME TIME SV. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED BY PRIME TIME SV.

| REV | LET | REVISIONS | BY | CHK | DATE | EON NO | TOL UNLESS NOTED OTHERWISE | | DATE | ASSY # | PRIME TIME SV |
|-----|-----|-----------|----|-----|------|--------|-------------------------------|---------|---------|----------|-------------------------|
| | | | | | | | DDM | TOL | 8/12/19 | REL DATE | |
| | | | | | | | 0.00 | ±0.062" | | | NAME |
| | | | | | | | | | | | XXXXXXXXXXXXXXXXXXXXXXX |
| | | | | | | | | | | | SCALE |
| | | | | | | | | | | | DWG NO |
| | | | | | | | | | | | DRG NO |
| | | | | | | | | | | | SHEET |
| | | | | | | | | | | | OF |

Exhibit F-3

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Northwest Bus Sales, Inc.

Name of Bidder/Company
Name

Robert Goolsby

Type or print name

[Signature]

Signature of authorized
representative

Ashley E Voigt

Signature of notary and
SEAL



Date of Signature 08 29 2024

Exhibit F-4

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that states:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that states:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Northwest Bus Sales, Inc
Name Rob Gowlisby Title Sales Mgr
Signature [Signature] Date 8/8/24

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Exhibit F-5

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

Name Type or print Rob Goolsby

Signature of Authorized Representative



Da 8/29/24

Signature of notary and SEAL



Prime-Time Specialty Vehicles, Inc.

56616 Elk Park Dr.
Elkhart, IN 46516
USA

Voice: (574) 293-9191
Fax: (574) 293-3159

Quoted To:

Northwest Bus Sales
33207 Pacific Hwy S
Federal Way, WA 98003

| Customer ID | | | |
|--------------|--|--|--|
| NW Bus Sales | | | |

| Quantity | Item | Description | | |
|----------|------|--|--|--|
| | | 2024 Ford Transit 350 X2C Body Code RWD 148" WB Medium Roof Passenger Van VIN: TBD White w./ Black Vinyl | | |
| 1.00 | | Ford Transit Med-Transit Pro | | |
| 1.00 | | OEM Interior - Headliner and Sidewalls | | |
| 1.00 | | LED Dome Lighting | | |
| 1.00 | | Wiring Harness | | |
| 1.00 | | Insulation | | |
| 1.00 | | Rear Speakers | | |
| 1.00 | | OEM AC and Heat | | |
| 2.00 | | Wheelchair Shoulder Belts | | |
| 2.00 | | L-Track Installation | | |
| 1.00 | | QS Tie Down Sets with Knobs and Adjustable Shoulder Belt (FDOT L-Track Kit) | | |
| 1.00 | | ADA Interlock w./ High Idle | | |
| 1.00 | | Braun Century 34x54 1000# - Rear Entry | | |
| 1.00 | | Altro Storm w./ Plywood Subfloor | | |
| 1.00 | | Freedman GO-ES Single Fixed | | |
| 2.00 | | Freedman GO-ES Double Fixed | | |
| 1.00 | | Dr.and Pass. Steel Powder Coated Boards | | |
| 1.00 | | PSV Safety Kit (Backup Beeper, First Aid, | | |

Continued

56616 Elk Park Dr.
Elkhart, IN 46516
USA

Fax: (574) 293-3159

Northwest Bus Sales
33207 Pacific Hwy S
Federal Way, WA 98003

| Quantity | Item | Description | | |
|----------|------|--|--|--|
| 1.00 | | Triangles, Fire Ext.,Belt Cutter Etc.) | | |
| 1.00 | | Priority Seating, ADA Decals | | |
| 1.00 | | Yellow Stainless Steel Grab Bar | | |
| 1.00 | | Engine Compartment Lights | | |
| 1.00 | | Rear Tire Mudflaps | | |

ORDOT BASE CHASSIS

CNGP530

VEHICLE ORDER CONFIRMATION

10/28/24 12:06:27

==>

Dealer: F53116

2025 TRANSIT NA

Page: 1 of 1

Order No: 0001 Priority: A4 Ord FIN: LC256 Order Type: 4B Price Level: 515
Ord Code: 301A Cust/Flt Name: PRIME TIME PO Number:

| | | | |
|------|-----------------|-----|-----------------|
| X2C | MR PASS XL RWD | 21P | 2W D/P PLZ VNYL |
| | 148" WHEELBASE | 425 | 50 STATE EMISS |
| YZ | OXFORD WHITE | 57B | MANUAL A/C |
| V | VINYL | 63E | DUAL BATTERIES |
| K | PALAZZO GRAY | 92E | PRIVACY GLASS |
| 301A | PREF EQUIP PKG | 98F | FLEX FUEL CAPBL |
| | .XL TRIM | | SP DLR ACCT ADJ |
| 998 | 3.5L PFDI V6 | | SP FLT ACCT CR |
| 44U | .10-SPEED TRANS | | FUEL CHARGE |
| TC8 | .235/65R16C BSW | B4A | NET INV FLT OPT |
| X7L | 3.73 LS | | DEST AND DELIV |
| | JOB #2 ORDER | | |
| | FLEET SPCL ADJ | | |
| | FRT LICENSE BKT | | |

20C 9500# GVWR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QE05238

Picture of Bus Door



Picture of Driver Stanchion, modesty panel and plexiglass barrier behind driver





Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby

From: Chris Welker – Northwest Bus Sales

Re: RFQ – Canby 35672 – Vehicle Serviceability / Operating Characteristics

Hi Todd,

The Med-Transit proposed is built on the robust Ford U4X Transit chassis and modified by PrimeTime Specialty Vehicles (a Ford QVM certified upfitter). The van's powertrain and running gear are not modified during upfit and retain Ford OEM driving and servicing characteristics. Van chassis components can be serviced by any qualified repair facility or local Ford dealer.

The Med-Transit is designed with ease of use, functionality, longevity and comfort in mind. Only quality components, tested for durability, are used in the conversion. Many conversion components utilize industry proven products, such as the Braun lift, Q'Straint securements and Freedman seating. Operating the vehicle will feel familiar with the OEM drivers area and with industry standard components used.

The end result of the proposed conversion is the functionality of a much larger cutaway style bus with the driving and serviceability characteristics of a van.

If you have any questions regarding the serviceability or operating characteristics of this van, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Canby 35672 – References

Hi Todd,

Northwest Bus Sales has proudly been serving agencies in the State of Oregon since 2019. As newcomers at that time, we had to set ourselves apart from the competition by providing top-notch customer service at every opportunity- but this was nothing new to us. Over the years, we have developed relationships with many agencies and have been blessed with many repeat customers due to our after-the-sale support. Below, please find three references for your consideration.

Curry Public Transit

Contact Name: Dana Hall
Contact Phone: 541-412-8806
Contact Email: dispatch@currypublictransit.org

Description of relationship: Since 2020, we have completed orders of three, two, two and one units and are currently processing orders of one and two units- for a total of 11 buses sold over the past five years.

Grant County People Mover

Contact Name: Alesa Komning
Contact Phone: 541-575-2370
Contact Email: peoplemover@outlook.com

Description of relationship: Since 2020, we have completed orders of one, two, and one units and are currently processing an order for an additional unit- for a total of five buses and vans sold over the past five years.

Community Connection of Northeast Oregon

Contact Name: Kane Lester
Contact Phone: 541-963-2877
Contact Email: kane@ccno.org

Description of relationship: Since 2021, we have completed an order for one unit and are processing an additional five orders for a total of eight units over the past four years.

If you have any questions regarding these references, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Canby 35672 – Warranty Work

Hi Todd,

Northwest Bus Sales takes the quality of our buses and vans very seriously and understands the frustration of a problem on a new vehicle- We believe that the sale does not stop at delivery. While the first point of contact for any technical or warranty issues will be our excellent sales staff, Northwest Bus Sales' parts and service department has direct lines of communication with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours. In urgent cases, a call can be made to the salesman during non-business hours, who can attempt to coordinate immediate assistance.

From the moment we are notified of a potential problem, the wheels are set in motion to find a solution. Our sales staff will communicate with our service department to find the quickest, most effective and efficient solution to the problem. Many times, a problem can be resolved with a phone call between our service staff and an on-site mechanic.

Ford Chassis components can have warranty repairs performed at any Ford Dealership, such as Power Ford or at any qualified facility. Conversion component repairs can be performed by any qualified facility with prior authorization. Response time is subject to availability at chosen repair facility. Mechanical failures requiring towing will be covered by Ford for 5 years / 60,000 miles. Response time is subject to availability at chosen repair facility. Non warranty repairs will be billed at the repair facility's standard rate.

For remote locations, our customers can contact us and troubleshoot the problem directly with our service department staff who will either answer their call immediately, or return the call within 1 hour. Warranty repairs can be completed by the customer's on-staff mechanic or an OEM or third-party repair facility (with prior authorization). Parts, and labor costs at book hours at a fair rate, will be reimbursed for the repair. We are fully committed to assisting our customers when problems arise - warranty or not.

A call to our office (800-231-7099) will always be answered during business hours, and our helpful staff will be able to connect customers with their salesperson, the parts department or the service department.

While all of our vehicles carry a comprehensive warranty by default, extended warranty coverage is available covering a variety of components and terms.

Certain actions may void warranty coverage. Typically, any modification to a system, lack of recommended maintenance or neglect has the potential to void coverage. We encourage our customers to check with us prior to making any changes or modifications to chassis components or auxiliary systems on the bus.

If you have any questions regarding the warranty process, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

| ODOT PUBLIC TRANSIT VEHICLE PURCHASE | | | | | |
|---|--|--|--|--|---|
| Agency Name: City of Canby - Canby Area Transit (CAT) | | | Contact Person: Todd Wood, Transit Director | | |
| Grant Agreement No. 35672 | | Date: 4/10/2025 | Phone No. 503-266-0751 | | |
| STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION | | | | | |
| Vehicle Useful Life Category: D | No. of Vehicles To Be Purchased: 1 | | No. of Regular Seats: 20 | No. of ADA Stations: 2 | |
| Required Specifications: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | | <input type="checkbox"/> Other (Attach list or document) | | |
| Additional Preferred Options: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | | <input type="checkbox"/> Other (Attach list or document) | | |
| Best Value Factors (non-purchase-price) | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | | <input type="checkbox"/> Other (Attach list or document) | | |
| PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below): | | | | | |
| Requested Quotes | Vendor: Model1 | Vendor: Schetky NW | Vendor: NW Bus | Vendor: NW Bus | Vendor: NW Bus |
| Vehicle Make/Model Proposed: | Starcraft Allastar 27' 20 passengers 2 wc | ElDorado Advantage 25' 21 passengers 2 wc | Ford E450 / HLE Mavryk 26' 21 passengers 2 wc | Ford E450/Endera 28' 21 passengers 2 wc | Ford E450/Turtle Top Terra Transit 28' 21 passengers 2 wc |
| Vehicle Base Price: | \$126,867 | \$149,517 | \$126,807 | \$126,520 | \$134,888 |
| Cost of Required Specifications: | \$42,337 | \$32,076.07 | \$36,437 | \$37,008 | \$43,808 |
| Total Vehicle Cost With Required Specifications: | \$169,204 | \$181,593.07 | \$163,244 | \$163,528 | \$178,696 |
| Cost of Additional Preferred Options (if any - enter zero if none): | \$4,980 | \$3,250.00 | \$2,100 | \$2,100 | \$2,100 |
| Total Vehicle Cost With Required and Preferred Options: | \$174,184 | \$184,843.07 | \$165,344 | \$165,628 | \$180,796 |

| ODOT PUBLIC TRANSIT VEHICLE PURCHASE | | | | | |
|--|---|---|---|---|---|
| Agency Name: Canby Area Transit | | | Grant Agreement No: 35672 | | |
| STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2 | | | | | |
| Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating) | | | | | |
| Best Value Factors (non-purchase-price) | Vendor: Model1 | Vendor: Schetky NW | Vendor: NW Bus | Vendor: NW Bus | Vendor: NW Bus |
| Scoring is based on (list factors/scores): | Starcraft | Eldorado | HLE | Endera | Turtle Top |
| Meeting Minimum Requirements | No - Missing middle seat in rear - No Altoona test provided | Yes | Yes | Yes | Yes |
| Lowest Price w/required options (30) | 0 | 0 | 30 | 0 | 0 |
| Vehicle Serviceability / Operating (20) | 0 | 20 | 10 | 20 | 20 |
| Service/Warranty References (20) | Lost confidence in the vendor based on recent activity | 20 | 10 | 20 | 20 |
| Fleet/Maintenance determination (30) | 0 | 10 | 5 | 10 | 30 |
| Total Rating Score or Evaluation: | 0 | 50 | 55 | 50 | 70 |
| Best Value Vehicle Selected: | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected |
| Explanation/Rationale for Vehicle Selected: | Model 1 did not meet requirements. Schetky was highest price. HLE is shorter than desired and has no known history. Endera fit and finish on demo buses evaluated was less desirable than Turtles Tops Fit and Finish on it's demo bus. | | | | |
| AGENCY SIGNATURE (Required): | | | | | |
| Agency Representative (enter printed name and title below) | | | Phone No. / E-mail address (enter below) | | |
| Todd M. Wood | | | woodt@canbyoregon.gov | | |
| Signature of Agency Representative: <i>Todd M. Wood</i> | | | Date of signature: April 18, 2025 | | |



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Ordinance No. 1645**: An Ordinance Authorizing the City Administrator to purchase one (1) Transit Bus for Canby Area Transit in the Amount of \$180,796. (*Second Reading*)
Goal: Plan a Transportation System that Eases the Impacts of Growth
Objective: N/A

Summary

Canby Area Transit (CAT) seeks authorization to purchase one (1) new twenty passenger, 28-foot Turtle Top Cutaway Bus from Northwest Bus Sales. This vehicle will be utilized for our Local Loop and 99X fixed route services.

Background

Currently, CAT operates three (3) Cutaway Buses that have exceeded the State's Useful Life Standards. To better meet operational needs and service demand, CAT proposes replacing one (1) 26-foot Cutaway Bus with one (1) 28' Cutaway.

In 2024, CAT applied for a Section 5339 grant to support the purchase of new vehicles. In January 2025, CAT was awarded \$715,000 under this program, with a required 15% local match. The grant covers the purchase of four (4) Transit Vans and one (1) Cutaway vehicle.

Discussion

Fixed route service is an essential service, primarily serving Canby residents who don't have reliable transportation for basic needs i.e. Employment, Education, Medical, Shopping, etc. In reviewing the proposals CAT has chosen a newer bus that has shown it to be higher quality with fit and finish.

Attachments

- Ordinance No. 1645
- RFQ Analysis
- Price Quote and Response from Northwest Bus Sales

Fiscal Impact

The Section 5339 grant requires a 15% local match from CAT. The Turtle Top bus is priced at \$178,696. Additionally, CAT intends to purchase one extra set of rims and tires for \$2,100. The total purchase amount is \$180,796.00, requiring a local match of \$27,119.40, to be funded through the local payroll tax.

Recommendation

Staff recommends that the City Council authorize staff to execute and issue, on behalf of the City of Canby (Canby Area Transit), the necessary Purchase Orders with Northwest Bus Sales.

Proposed Motion

“I move to adopt Ordinance No. 1645, An Ordinance authorizing the City Administrator to Purchase One Transit Bus for Canby Area Transit from Northwest Bus Sales in the amount of \$180,796.”

ORDINANCE NO. 1645

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE (1) TURTLE TOP CUTWAY BUS FOR CANBY AREA TRANSIT FROM NORTHWEST BUS SALES IN THE AMOUNT OF \$180,796.

WHEREAS, the City of Canby, through Canby Area Transit (CAT), intends to purchase one (1) twenty-passenger, 28-foot Turtle Top Cutaway Bus to support Fixed Route services;

WHEREAS, CAT has been awarded Grant Contract No. 35672 from the Oregon Department of Transportation (ODOT) – Rail and Public Transit Division, providing \$715,000 in Section 5339 grant funds, with a 15% required match;

WHEREAS, the grant funding for this vehicle purchase is included in the proposed budget for Fiscal Year 2025–2026 for the City of Canby;

WHEREAS, the purchase complies with ORS 279.820–279.855 and will be made through Statewide Price Agreement No. 35672, established for the State of Oregon and authorized participants of the Oregon Cooperative Purchasing Program (ORCPP) to acquire ADA-compliant transit vehicles;

WHEREAS, in accordance with grant agency requirements, CAT issued a Request for Quote (RFQ) on March 3rd, 2025, to all ORCPP vendors offering vehicles that meet CAT's specifications;

WHEREAS, responses to the RFQ were received by April 10, 2025, and three (3) vendors submitted quotes for the required twenty-passenger vehicles;

WHEREAS, consistent with granting agency guidelines, the submitted quotes were evaluated based on a "best value" criterion, including cost, vehicle specifications, ADA compliance, and service suitability;

WHEREAS, the evaluation, comparison, and selection of the preferred vendor were reviewed and approved by the granting agency, ODOT Rail and Public Transit Division;

WHEREAS, Northwest Bus Sales submitted the highest-rated quote under Price Agreement No. 35672, offering the required vehicles at \$180,796 each (inclusive of scheduled options); and

WHEREAS, pursuant to Statewide Price Agreement No. 35672, all purchase orders accepted by Northwest Bus Sales constitute separate contracts.

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

Section 1: The City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Area Transit), and on its behalf, the appropriate Purchase Order (contract) with Northwest Bus Sales for the procurement of one (1) twenty-passenger, 28-foot Turtle Top Cutaway Bus for a total Purchase Order Amount: One Hundred Eighty Thousand Seven Hundred Ninety-Six Dollars (\$180,796).

Section 2: The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting held on Wednesday, May 7, 2025. This ordinance is ordered posted in accordance with the Canby City Charter and scheduled for second reading and final adoption at a regular City Council meeting on Wednesday, May 21, 2025, at 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit

From: Chris Welker – Northwest Bus Sales

Re: New Bus Quote

Hi Todd,

Thank you for the opportunity to participate in your RFQ for a Category D Shuttle Bus. Northwest Bus Sales aims to be the most competitively priced provider of quality buses, but where we really shine is in our support- both during and after the sale. Attached you will find our response to your RFQ. We appreciate your business and look forward to working with you on this purchase. If you have any questions regarding this quote, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☒ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: April 10, 2025
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase Grant Agreement Number 35672

VENDOR (Business Name): Northwest Bus Sales, Inc.

Vendor Contact Person: Chris Welker Phone: 360-480-6021

Email Address: chrisw@nwbus.com Alt Phone: 253-841-9997

- ☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT) Date: 3/4/2025

Contact Person: Todd M. Wood, Transit Director Phone: 503.266.0751

Email Address: woodt@canbyoregon.gov Fax: 503.263.6284

Agency Address: PO Box 930, Canby, OR 97013

Kimberly Stanchfield from Knowledge In Mobility will be assisting with this purchase process. Send all questions, correspondence, RFQ submittals to both Kimberly at Kimberly@KnowledgeInMobility.com and Todd Wood as listed above.

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement No. of Vehicles Required: 1

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☒ Cat D ☐ Cat E ____ (select from 1 to 3)

Length (can be range): @26' Regular Seats: 21 ADA Stations/Tiedowns: 2

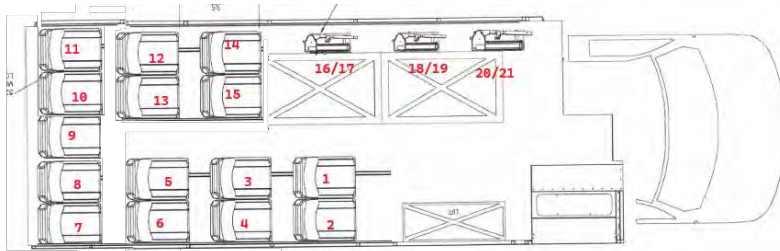
Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane

☒ High Floor ☐ Low Floor Other Comment: _____

The general specification for vehicle is as follows:

| A. VENDOR'S VEHICLE BASE PRICE INFORMATION | | VEHICLE BASE PRICE | |
|---|--|---|--|
| <i>This Section to be completed by Vendor</i> | | <i>Enter base price from State Price Agreement below</i> | |
| Vehicle Make/Model: Ford E450 Turtle Top Terra Transit | | \$134,888 | |
| Length: 28' | | | |
| Fuel Type: Gasoline | | | |
| Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other: | | | |
| No. of Regular Passenger Seats: 12 Base, 21 As-Bid | | | |
| No. of ADA Stations w/Tiedowns Desired: 2 | | | |
| Other Special Note: Delivery estimated Late Q3 / Early Q4 | | | |
| B. VEHICLE REQUIRED SPECIFICATIONS | | | |
| <i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i> | VENDOR RESPONSE | | |
| <i>Requesting Agency's Required Specifications Description</i> | <i>Vendor Suggestions (related to vehicle specs)</i> | | |
| 1. Altoona Test Executive Summary | Attached | | |
| 2. All standard specs per State Price Agreement - please include a list of vendor provided standard specs with RFQ response including all chassis specs | Attached | | |
| 3. Daytime running lights | Standard, OEM | | |
| 4. Mor/Ryde rear suspension system | Standard | | |
| 5. Driver side running board, heavy duty – 12" wide minimum | Standard | | |
| 6. Rear tow hooks | Included in final price | | |
| 7. Flat floor throughout bus. Small interior step into passenger area at top of entry steps approved. Interior step must have yellow band and lighting to reduce tripping hazard. | Standard | | |
| 8. Yield Sign with auto cancel | Standard | | |
| 9. Front Lift #1000. Provide floor plan options showing the following seating configuration (19 & 2). Must have folding seats behind driver for ease of loading and unloading wheelchair passengers | 1000# Lift standard. Seating configuration included in final price | | |

Sample floorplan



| | |
|--|---|
| 10. Wheelchair securement storage on the bottom of foldaway seats – TDSS | Included in final price |
| 11. 2 wheelchair stations in tandem behind driver with Q-Straint QRT (or equivalent) wheelchair securements and L Track run full length of bus on floor and wall for maximum flexibility | Standard, L-track run full length of wheelchair positions |
| 12. Delete standard AM FM Radio | Comply |
| 13. LED Destination Signs on side and front of vehicle include software and installation. Provide information/brochure for destination signs to be installed with RFQ response. Prefer Hanover or equivalent. | Included in final price Flyer attached |
| 14. Controls to be installed in AM FM radio spot. | |
| 15. Yellow Standee Line with sign | Standard |
| 16. Overhead parcel rack one side only | Included in final price |
| 17. Yellow Pull cord stop request system with sign and buttons or touch tape in wc area. Dual chime required. | Included in final price |
| 18. Interior convex mirror to view passengers | Standard, 6x9" |
| 19. Rear window Fresnel Lens installed | Included in final price |
| 20. T-Slider windows. Rear and side Egress window (s) with emergency exit lights | Standard, red lights included in final price |
| 21. 3 bike rack and mounting brackets installed for Sportwork bike rack with fat tire mounts or approved equivalent | Included in final price |
| 22. Prewired for digital 2-way radio, Right of Doghouse | Standard |
| 23. Digital Clock in driver area and placed within view of driver when seated. Prefer NOT mounted above driver head on front bulkhead. Prefer on dash. | Included in final price |
| 24. Kenwood (or equivalent) digital 2-way radio system purchased & installed (Complete Wireless in Salem is CAT vendor) | Included in final price |
| 25. CAT uses the PASSIO technology system. | |
| <ul style="list-style-type: none"> a. Provide Portable Android MDT tablet with RAM mount on dash. b. Provide Auto voice announcement tied to speakers. Hardware for AVA system to be secured in driver | Included in final price, upfront costs only- not recurring fees |

| | |
|---|---|
| <p>overhead or other secure location with key lock.</p> <p>Contact Darryl Baker at PASSIO for requirements; 678-825-3456 or Darryl.baker@passiotech.com</p> <p>Agency will provide successful vendor with mounting location for RAM.</p> | |
| 26. Diamond XV (or equivalent) Fare box w/ 1 vault installed and one spare shipped loose. Keyed for CAT buses | Included in final price |
| 27. Manual drivers seat with matching fabric to passenger seats. | Standard |
| 28. Freedman Featherweight mid high seats with CMI Tower 4000 Green seat covers or equivalent with armrests and grab handles. | Included in final price Armrests and grab handle on aisle seats |
| 29. Delete passenger seatbelts and extenders | Included in final price |
| 30. Exterior and interior graphics prepared & installed | <p>Successful vendor will be supplied with PDF of graphics package.</p> <div data-bbox="103 827 862 1268" data-label="Image"> </div> <p>\$6,500 Graphics Allowance Included in final price.</p> |
| 31. AngelTrax Vulcan 12 security camera system (or equivalent) with 8 cameras. Include backup view monitor for the rear facing camera. Purchased & installed to match existing fleet | |
| 32. Powder Coat Yellow – all railings, handrails and stanchions. Include entry door grab handles | Included in final price |
| 33. Body fluid clean-up kit – installed | Included in final price |
| 34. PA System with foot controlled boom microphone and speakers – vendor to coordinate location of microphone placement with CAT | Included in final price |
| 35. Outside speaker for PA system | Included in final price |
| 36. Altro Transflor Flooring or equivalent | Standard |
| 37. Total of 5 keys per bus | Included in final price |
| 38. Manual denominator counter with 8 buttons. Stacked 4 and 4. Mounted. See agency for location | Included in final price |

before installation.

Subtotal Cost of Required Options: \$43,808

Total Vehicle Cost With All Required Options: \$178,696

Estimated Vehicle Privilege Tax (if billing to agency) – NOTE: ADA Modifications are exempt from tax \$0

Total Vehicle Cost With All Required Options and tax: \$178,696

C. VEHICLE PREFERRED OPTIONS

| Requesting Agency's Preferred Options Description | Included in Base Price? YES / NO | \$Additional Cost for Option\$ (or Note Not Available) | Vendor Suggestions (related to vehicle specs) |
|--|--|--|---|
| 1. Light on bike rack for night loading and unloading. | NO | \$250 | |
| 2. Auto tire chains – please identify mfg/brand offered. | NO | \$4,950 | OnSpot |
| 3. One set all weather snow tires on rims | NO | \$2,100 | |
| Subtotal Cost of Preferred Options: | | \$7,300 | |

Vendor's Signature:  **Date Sent:** 04/10/2025

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

- ☐ **Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- ☒ **Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Vehicle Serviceability /Operating Characteristics (20 Points)
4. Agency Service/Warranty History with vendor and vendor references (provide 2 references) (20)
5. Please answer the following questions that will help the Fleet/Maintenance Departments determine the best value for the Agency. (30 Points)
 - ❖ Explain how warranty work and vendor repairs are proposed. Attach separate sheet if necessary.
 - ❖ Who transports vehicle for OEM and body repairs under warranty to the repair facility or are you going to reimburse our Fleet or Transit Department for travel time?
 - ❖ Where is the closest location of warranty repair facility for the body, chassis and optional equipment?
 - ❖ Explain response time on warranty service and repairs by your mobile technician?
 - ❖ Does or will your company pay for warranty repairs performed “in house” at our repair facility and at what rate?

Exhibit F-3

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Northwest Bus Sales, Inc.

Name of Bidder/Company
Name

Robert Goolsby

Type or print name

[Signature]

Signature of authorized
representative

Ashley E Voigt

Signature of notary and
SEAL



Date of Signature 08 29 2024

Exhibit F-4

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that states:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that states:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Northwest Bus Sales, Inc
Name Rob Gowlsby Title Sales Mgr
Signature [Signature] Date 8/8/24

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Exhibit F-5

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

Name Type or print Rob Goolsby

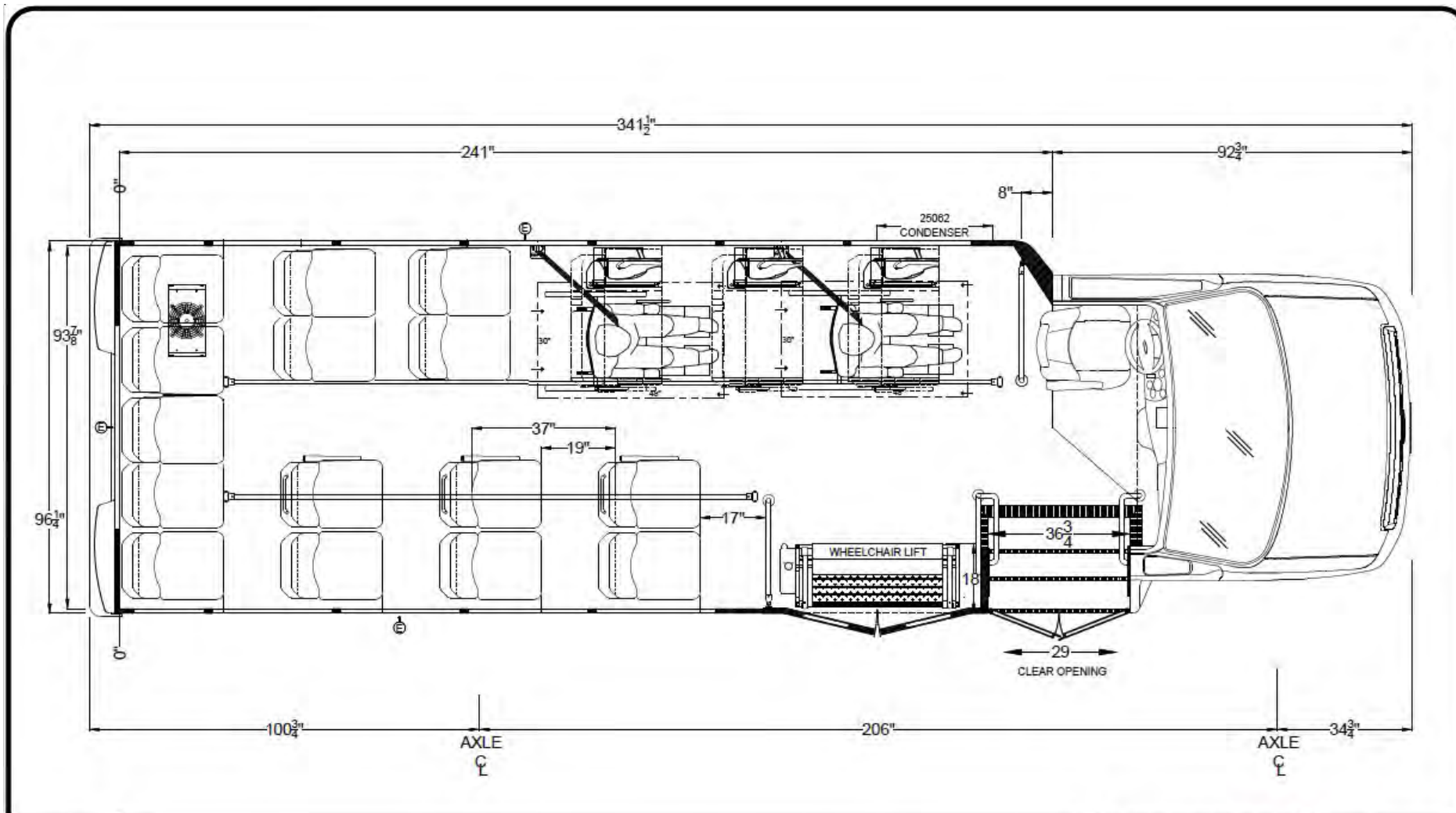
Signature of Authorized Representative



Da 8/29/24

Signature of notary and SEAL





NOTES

DS- 4.625 / 18.375 / 2 / 31 / 2 / 3-4-5-6-7 / 11.5 / 9.5
 PS- 4.625 / 18.375 / 2 / 31 / 2 / 3-4-5 / 17.5 / 48.5 /
 4.25 / 16.75

THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF TURTLE TOP AND SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER WITHOUT OUR WRITTEN CONSENT

☒ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY
 W/ WHEEL WELLS

DRAFTSMAN NOTES:

TURTLE TOP BODY MODEL:
TERRA TRANSIT

OVER ALL LENGTH:
28' 11.625"

CHASSIS MAKE:
FORD E450

ORDER NUMBER:
QUOTE

DRAFTSMAN: AND
 REVISION: ORG.

SCALE: DNS

DIMENSIONING TOLERANCE = +/- 3"

FLOOR LENGTH:
241"

CHASSIS FUEL TYPE:
GAS

CHASSIS GVWR:
14,500 lbs.

DRAWING NUMBER:
230502-A1

CONTACT TURTLE TOP AT 800-269-2105 FOR
 AVAILABILITY OF THIS FLOOR LAYOUT IF
 DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE:
5/2/2023

TURTLE TOP
*"To furnish the customer the best mid-sized
 bus in the industry in both quality of material
 and workmanship."*

EXECUTIVE SUMMARY

Turtle Top, a Division of Independent Protection Company, Inc. submitted a model Terra Transit, gasoline-powered 21 seat (including the driver) 22-foot bus, for a 5 yr. /150,000 mile STURAA test. The odometer reading at the time of delivery was 492 miles. Testing started on August 5, 2014 and was completed on September 22, 2014. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on August 13, 2014 and was completed on September 17, 2014.

The interior of the bus is configured with seating for 21 passengers including the driver. Note: this test bus is not designed to accommodate standing passengers. At 150 lbs. per person, this load results in a measured gross vehicle weight of 12,230 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 12,230 lbs. Due to the design not accommodating standing passengers the middle seated load weight segment was performed at the same 12,230 lbs. The final segment was performed at a curb weight of 9,110 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR's) or the Gross Vehicle Weight Ratings (GVWR's) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the six reported failures, three were Class 3 and three were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 15.69 seconds. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 22.11' at 20 mph, 44.19' at 30 mph, 75.43' at 40 mph and 91.99' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 25.35'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.178 inches with a permanent set ranging between -0.001 to 0.004 inches under a distributed static load of 7,875 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear; therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 7.3 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 7.28 mpg, 7.59 mpg, and 12.52 mpg respectively; with an overall average of 8.38 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

Turtle Top - TERRA TRANSIT • Welded tubular steel cage w/ seat track mounted in floor & sidewalls • Welded perimeter steel floor frame supported by welds d "hat" channel" crossmembers • Flat floor with three step entry and Steel wheel well plates (Low floor w/ two step entry available) • Drive shaft guard(s) • Rear mud flaps • Re-route exhaust to driver's side • Steel cage primed with rust inhibitor • Underbody foam sealed and undercoated • 3/4" Coosa Composite subfloor • Fiberglass flat vertical sidewalls • Fiberglass front and rear cowls • One-piece fiberglass composite flex roof • Flat fiberglass composite lower body skirts • White fiberglass Gel coat exterior • Fender flaps, 1" polystyrene foam board insulation • Electric Water Shut-off Valve, on the return line • Interior Corner Boards Standard • Tinted solid windows (31" x 36.375") and (18" x 36,375") • Tinted solid side egress windows adequate to meet FMVSS 217 (31" w x 36.375" h) • Tinted solid rear egress window adequate to meet FMVSS 217 (54" x 26") • In cab entrance door - Aluminum, Electric Bi-fold 29" with AS2 tinted glass • In Cab Entrance Door • AS2 Tinted A-panel window in cab • LED uppin point running /clearance lights per FMVSS 108 (5 amber & 5 red) • LED Elongated stop/tail/turn lights • LED red rear pinpoint side marker lights • Red Reflectors at rear and at side marker • Locations (4) total • LED backup lights • LED license plate light • Heavy-duty steel black powder-coated rear bumper • Velvac exterior manual mirrors (L & R) on Terra Transit • Rosco exterior manual mirrors (L & R) on Terra Transit LD • Nitrogen tire inflation • 76" interior height • Smooth black Altro floor and stepwell • Durable bright white smooth fiberglass s interior composite ceiling and sidewalls • Modesty Panel & angled hand rail at left of entrance door, grab bar (18") at right of entrance door • Color-coded high temp GXL wiring harness with positive-lock, weatherproof connectors • 3" Round LED Dome Lights • LED overhead interior lighting.

equipment will negate the use of standard equipment listed above

NOTE - Some Optional

DEALER 58W 653

Suggested

E45F SD COMMERCIAL CUTAWAY VAN
 SPECIAL DEALER ACCOUNT ADJUSTM
 SPECIAL FLEET ACCOUNT CREDIT
 158 INCH WHEELBASE

YZ OXFORD WHITE
 XE MEDIUM FLINT NO UPHOLSTERY
 PREFERRED EQUIPMENT PKG.782A
 .STANDARD TRIM
 572 .AIR COND FRT ONLY-CFC FREE
 587 .ELEC AM/FM STEREO W/CLOCK
 646 .16X6 WHITE PAINTED STEEL WHLS
 99N 7.3L V8 PREMIUM-RATED ENG.
 44P ELEC 6-SPD AOD W/TOW-HAUL
 T68 .LT225/75R16E DRW HANKOOK
 X83 4.56 RATIO REGULAR AXLE X83
 516 SPARE TIRE/WHEEL NOT INCLUDED
 47B SHUTTLE BUS PREP PACKAGE
 .FRONT LICENSE PLATE BRACKET
 .ENGINE BLOCK HEATER
 .FRAME PUCKS (ISOLATORS)
 18A HIGH-SERIES EXT UPGRADE PKG
 JOB #2 ORDER
 FORD FLEET SPECIAL ADJUSTMENT
 SHUT BUS DIS-158/176 99L/S
 162 VINYL FLOOR COVERING, FRONT
 20F 14500# GVWR PACKAGE
 21S DRIVER CAPTAIN CHAIR W/O TRIM
 425 50 STATE EMISSIONS
 43D DRIVESHAFT UPGRADE
 525 CRUISE CONTROL
 54F EXTERIOR MIRROR DELETE
 57J AUX HEATER CONNECTOR PKG
 60X RIGHT HAND DOOR NOT INCLUDED
 .PASSENGER AIR BAG DELETE
 625 INSIDE REARVIEW MIRROR
 630 ALTERNATOR (240 AMP)
 656 FUEL TANK 55 GALLON CAPACITY
 672 FRONT MAX GAWR
 X NO TRIM
 942 DAYTIME RUNNING LIGHTS
 981 GASEOUS ENGINE PREP PACKAGE

 * NOT FOR AMBULANCE USE. *
 * FORD WARRANTY IS VOID IF *
 * USED AS AN AMBULANCE *

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

| | | | | | | | |
|-----------------------------------|---------------|-----------------------------------|--------|-----------------------------|-----------|-------------|--------------|
| Sold to | | | | | | | |
| | | | | | | | |
| | | | | Order Type | Ramp Code | Batch ID | Price Level |
| Ship to (if other than above) | | | | Date Inv. Prepared | | Item Number | Transit Days |
| | | | | | | | |
| | | | | Ship Through | | | |
| | | | | | | | |
| Invoice & Unit Identification NO. | | Final Assembly Point | | Finance Company and/or Bank | | | |
| HB | Invoice Total | A & Z Plan | D Plan | X Plan | FPA | AA | |
| | | City Council Packet Pg. 59 of 216 | | | | | |

This invoice to be used for the billing of vehicles only

Dealer's copy



MECHANICAL DATA

| | |
|--|---|
| CASE DIMENSIONS (excluding brackets) | W44 ¹ / ₂ " x H8 ¹ / ₄ " x D2" / W1131mm x H210mm x D50mm |
| DISPLAY VIEWING AREA | W42 ⁵ / ₈ " x H5 ³ / ₄ " / W1082mm x H147mm |
| CASE CONSTRUCTION | Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish |
| WEIGHT | 10lbs / 4.5kg |
| CABLE EXIT POINTS (as viewed from back) | Top left, top right, bottom left, bottom right |

DISPLAY DATA

| | |
|---------------------------------|---|
| MAXIMUM CHARACTER HEIGHT | 5 ³ / ₄ " / 147mm |
| BRIGHTNESS | 3500 cd/m ² |
| TEXT FORMAT | Static, paging or scrolling, 1 or 2 lines |
| FONT OPTIONS | Hanover fonts as supplied with HELEN programming software plus Windows™ fonts |
| DISPLAY TECHNOLOGY | High visibility LEDs (with integrated ambient light sensor) |
| COMMUNICATION INTERFACES | RS485 (standard), RS232, IBIS, J1708, J1939, Ethernet (via controller) |

LED SPECIFICATION

| | |
|-----------------------------------|--|
| LIFETIME | Approx. 100,000 hours dependent on temperature and current |
| SIZE AND TYPE | PLCC-2 SMT package W2.8mm x H3.5mm x D1.9mm |
| DOMINANT COLOUR WAVELENGTH | Amber 588 – 594nm (typically 591nm) |
| PITCH | Horizontal 9.7mm / vertical 10.2mm |
| VIEWING ANGLE (horizontal) | 150° |

ELECTRICAL DATA

| | |
|---|--|
| OPERATING VOLTAGE | 24Vdc nominal (18-32V) / 12Vdc nominal (10-32V) |
| NORMAL POWER CONSUMPTION (33% LEDs lit at 50% brightness) | 10 watts (0.42A with 24V input and 0.84A with 12V input) |
| MAXIMUM POWER CONSUMPTION (all LEDs lit at 100% brightness) | 29 watts (1.19A with 24V input and 2.38A with 12V input) |
| ELECTRICAL PROTECTION | Anti-surge, reverse polarity |
| DISPLAY PROCESSOR FUSE RATING | 5A quick blow |

OPERATIONAL DATA

| | |
|------------------------------------|--|
| TEMPERATURE RANGE (STORAGE) | -4°F to +158°F (-40°F to +176°F) / -20°C to +70°C (-40°C to +80°C) |
|------------------------------------|--|

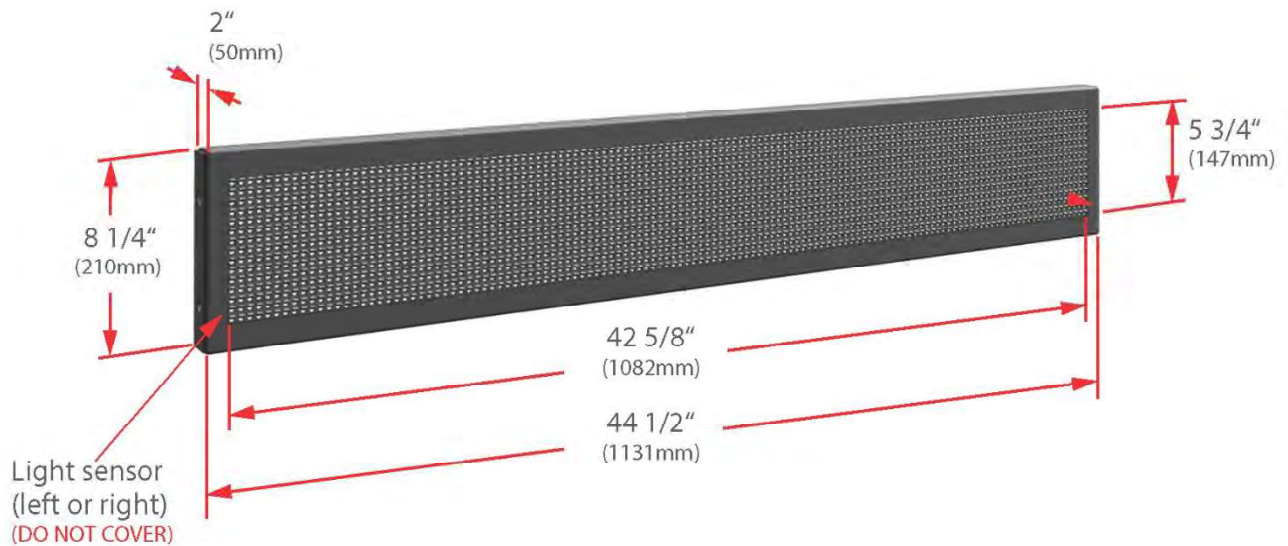
Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCBs) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate No. E11*10R06/01*10973*01.

Hanover Displays LED signs meet United Nations Automotive Burning Behavior Directive ECE R118. Certificate No. E11*118R03/01*0283*00.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant. Details subject to change.



| MEASUREMENTS | WIDTH | HEIGHT | DEPTH |
|---|------------------|----------------|-----------|
| CASE DIMENSIONS (excluding brackets) | 44 1/2" / 1131mm | 8 1/4" / 210mm | 2" / 50mm |
| DISPLAY VIEWING AREA | 42 5/8" / 1082mm | 5 3/4" / 147mm | |

| MECHANICAL DATA | |
|--|--|
| CASE CONSTRUCTION | Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish |
| WEIGHT | 10lbs / 4.5kg |
| CABLE EXIT POINTS (as viewed from back) | Top left, top right, bottom left, bottom right |

BUS BUILDER TO ENSURE THERE IS FULL ACCESS TO THE DISPLAY FOR SERVICING AND/OR REMOVAL FROM INSIDE THE VEHICLE.


MECHANICAL DATA

| | |
|--|--|
| CASE DIMENSIONS (excluding brackets) | W32 ⁵ / ₈ " x H7 ³ / ₄ " x D2" / W830mm x H196mm x D50mm |
| DISPLAY VIEWING AREA | W30 ³ / ₄ " x H5 ¹ / ₄ " / W778mm x H132mm |
| CASE CONSTRUCTION | Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish |
| WEIGHT | 8.8lbs / 4kg |
| CABLE EXIT POINTS (as viewed from back) | Top left, top right, bottom left, bottom right |

DISPLAY DATA

| | |
|---------------------------------|---|
| MAXIMUM CHARACTER HEIGHT | 5 ¹ / ₄ " / 132mm |
| BRIGHTNESS | 3500 cd/m ² |
| TEXT FORMAT | Static, paging or scrolling, 1 or 2 lines |
| FONT OPTIONS | Hanover fonts as supplied with HELEN programming software plus Windows™ fonts |
| DISPLAY TECHNOLOGY | High visibility LEDs (with integrated ambient light sensor) |
| COMMUNICATION INTERFACES | RS485 (standard), RS232, IBIS, J1708, J1939, Ethernet (via controller) |

LED SPECIFICATION

| | |
|-----------------------------------|--|
| LIFETIME | Approx. 100,000 hours dependent on temperature and current |
| SIZE AND TYPE | PLCC-2 SMT package W2.8mm x H3.5mm x D1.9mm |
| DOMINANT COLOUR WAVELENGTH | Amber 588 – 594nm (typically 591nm) |
| PITCH | Horizontal 8.16mm / vertical 9.2mm |
| VIEWING ANGLE (horizontal) | 150° |

ELECTRICAL DATA

| | |
|---|--|
| OPERATING VOLTAGE | 24Vdc nominal (18-32V) / 12Vdc nominal (10-32V) |
| NORMAL POWER CONSUMPTION (33% LEDs lit at 50% brightness) | 7 watts (0.28A with 24V input and 0.56A with 12V input) |
| MAXIMUM POWER CONSUMPTION (all LEDs lit at 100% brightness) | 17 watts (0.72A with 24V input and 1.44A with 12V input) |
| ELECTRICAL PROTECTION | Anti-surge, reverse polarity |
| DISPLAY PROCESSOR FUSE RATING | 5A quick blow |

OPERATIONAL DATA

| | |
|------------------------------------|--|
| TEMPERATURE RANGE (STORAGE) | -4°F to +158°F (-40°F to +176°F) / -20°C to +70°C (-40°C to +80°C) |
|------------------------------------|--|

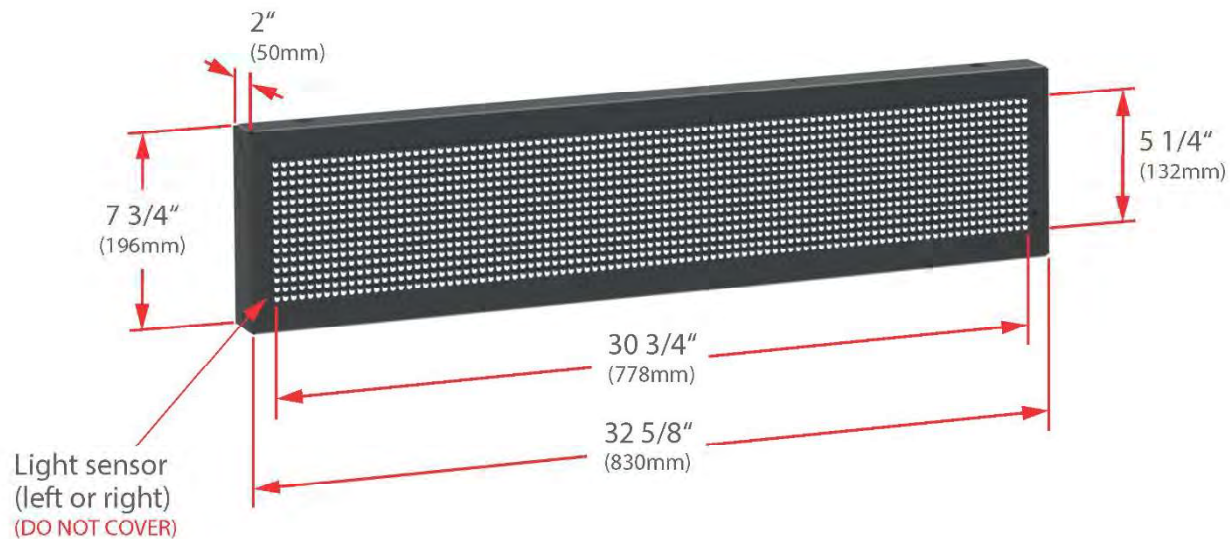
Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCBs) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate No. E11*10R06/01*10973*01.

Hanover Displays LED signs meet United Nations Automotive Burning Behavior Directive ECE R118. Certificate No. E11*118R03/01*0283*00.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant. Details subject to change.



| MEASUREMENTS | WIDTH | HEIGHT | DEPTH |
|--------------------------------------|--|---|-----------|
| CASE DIMENSIONS (excluding brackets) | 32 ⁵ / ₈ " / 830mm | 7 ³ / ₄ " / 196mm | 2" / 50mm |
| DISPLAY VIEWING AREA | 30 ³ / ₄ " / 778mm | 5 ¹ / ₄ " / 132mm | |

| MECHANICAL DATA | |
|---|--|
| CASE CONSTRUCTION | Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish |
| WEIGHT | 8.8lbs / 4kg |
| CABLE EXIT POINTS (as viewed from back) | Top left, top right, bottom left, bottom right |

BUS BUILDER TO ENSURE THERE IS FULL ACCESS TO THE DISPLAY FOR SERVICING AND/OR REMOVAL FROM INSIDE THE VEHICLE.



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood

Canby Area Transit

From: Chris Welker – Northwest Bus Sales

Re: RFQ – Cat. D 35672 – Vehicle Operating Suitability

Hi Todd,

The shuttle bus proposed is built on the robust Ford E450 chassis and modified by Turtle Top (a Ford QVM upfitter). The powertrain and running gear are not modified during upfit and retain Ford OEM driving and servicing characteristics. Ford chassis components can be serviced by any qualified repair facility or local Ford dealer.

The Turtle Top is designed with ease of use, functionality, longevity and comfort in mind. Only quality components, tested for durability, are used in the conversion. Many conversion components utilize industry proven products, such as the Braun lift, Q'Straint securements and Freedman seating. Operating the vehicle will feel familiar with the OEM drivers area and with industry standard components used. The conversion components can be serviced by any qualified repair facility.

Turtle Top began producing the Terra Transit in 1978 making it the longest running product on the shuttle bus market, and for good reason. Turtle Top is widely known to be amongst the best built buses in the industry with attention to detail that surpasses industry standards by a wide margin. From the in-house manufactured structural members to the Coosa Composite standard flooring and composite body panels, attention to details and quality controlled construction methods prove themselves over and over again to result in a bus that lasts with less problems over the life of the bus.

Not all buses are created equal and the Turtle Top Terra Transit is proof that quality construction is worth doing right.

If you have any questions regarding the operating suitability of this bus, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Cat. D 35672 - References

Hi Todd,

Northwest Bus Sales has proudly been serving agencies in the State of Oregon since 2019. As newcomers at that time, we had to set ourselves apart from the competition by providing top-notch customer service at every opportunity- but this was nothing new to us. Over the years, we have developed relationships with many agencies and have been blessed with many repeat customers due to our after-the-sale support. Below, please find three references for your consideration.

Curry Public Transit

Contact Name: Dana Hall
Contact Phone: 541-412-8806
Contact Email: dispatch@currypublictransit.org

Description of relationship: Since 2020, we have completed orders of three, two, two and one units and are currently processing orders of one and two units- for a total of 11 buses sold over the past five years.

Grant County People Mover

Contact Name: Alesa Komning
Contact Phone: 541-575-2370
Contact Email: peoplemover@outlook.com

Description of relationship: Since 2020, we have completed orders of one, two, and one units and are currently processing an order for an additional unit- for a total of five buses and vans sold over the past five years.

Community Connection of Northeast Oregon

Contact Name: Kane Lester
Contact Phone: 541-963-2877
Contact Email: kane@ccno.org

Description of relationship: Since 2021, we have completed an order for one unit and are processing an additional five orders for a total of eight units over the past four years.

If you have any questions regarding these references, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Cat. D 35672 – Warranty Work

Hi Todd,

Northwest Bus Sales takes the quality of our buses and vans very seriously and understands the frustration of a problem on a new vehicle- We believe that the sale does not stop at delivery. While the first point of contact for any technical or warranty issues will be our excellent sales staff, Northwest Bus Sales' parts and service department has direct lines of communication with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours. In urgent cases, a call can be made to the salesman during non-business hours, who can attempt to coordinate immediate assistance.

From the moment we are notified of a potential problem, the wheels are set in motion to find a solution. Our sales staff will communicate with our service department to find the quickest, most effective and efficient solution to the problem. Many times, a problem can be resolved with a phone call between our service staff and an on-site mechanic.

Ford Chassis components can have warranty repairs performed at any Ford Dealership, such as Dick's Canby Ford or at any qualified facility. Conversion component repairs can be performed by any qualified facility with prior authorization. Response time is subject to availability at chosen repair facility. Mechanical failures requiring towing will be covered by Ford for 5 years / 60,000 miles.

Response time is subject to availability at chosen repair facility. Non warranty repairs will be billed at the repair facility's standard rate.

For remote locations, our customers can contact us and troubleshoot the problem directly with our service department staff who will either answer their call immediately, or return the call within 1 hour. Warranty repairs can be completed by the customer's on-staff mechanic or an OEM or third-party repair facility (with prior authorization). Parts, and labor costs at book hours at a fair rate, will be reimbursed for the repair. We are fully committed to assisting our customers when problems arise - warranty or not.

A call to our office (800-231-7099) will always be answered during business hours, and our helpful staff will be able to connect customers with their salesperson, the parts department or the service department.

While all of our vehicles carry a comprehensive warranty by default, extended warranty coverage is available covering a variety of components and terms.

Certain actions may void warranty coverage. Typically, any modification to a system, lack of recommended maintenance or neglect has the potential to void coverage. We encourage our customers to check with us prior to making any changes or modifications to chassis components or auxiliary systems on the bus.

If you have any questions regarding the warranty process, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

| | | | |
|---|--|--|------------------------|
| Agency Name: City of Canby - Canby Area Transit (CAT) | | Contact Person: Todd Wood, Transit Director | |
| Grant Agreement No. 35672 | Date: 3/28/2025 | Phone No. 503-266-0751 | |
| STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION | | | |
| Vehicle Useful Life Category: E1 | No. of Vehicles To Be Purchased: 4 | No. of Regular Seats: 8 | No. of ADA Stations: 2 |
| Required Specifications: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | <input type="checkbox"/> Other (Attach list or document) | |
| Additional Preferred Options: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | <input type="checkbox"/> Other (Attach list or document) | |
| Best Value Factors (non-purchase-price) | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | <input type="checkbox"/> Other (Attach list or document) | |
| PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below): | | | |
| Requested Quotes | Vendor: Model1 | Vendor: NW Bus Sales | Vendor: Schetky NW |
| Vehicle Make/Model Proposed: | Forest River Vans | PrimeTime Med Transit | 2025 Driverge Transit |
| Vehicle Base Price: | \$84,216 | \$83,850 | \$90,152 |
| Cost of Required Specifications: | \$42,692 | \$29,919 | \$40,371.18 |
| Total Vehicle Cost With Required Specifications: | \$126,908 | \$113,769 | \$130,523.18 |
| Cost of Additional Preferred Options (if any - enter zero if none): | \$3,405 | \$3,295 | \$3,860 |
| Total Vehicle Cost With Required and Preferred Options: | \$130,313 | \$117,064 | \$134,383.18 |

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Canby Area Transit

Grant Agreement No: 35672

STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)

| Best Value Factors (non-purchase-price) | Vendor: Model1 | Vendor: NW Bus Sales | Vendor: Schetky | Vendor: |
|---|---|---|---|--|
| Scoring is based on (list factors/scores): | | | | |
| Meeting Minimum Requirements | * Power driver seat has carpet #13 & 23 * Exterior cameras not PAR:X4K | Yes | Yes | |
| Lowest Price w/required options (30) | 0 | 30 | 0 | |
| Vehicle Serviceability / Operating (20) | 20 | 20 | 20 | |
| Service/Warranty References (20) | 20 | 20 | 20 | |
| Fleet/Maintenance determination (30) | 15 | 15 | 15 | |
| Total Rating Score or Evaluation: | 55 | 85 | 55 | |
| Best Value Vehicle Selected: | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input type="checkbox"/> Not Selected |
| Explanation/Rationale for Vehicle Selected: | Best Price, Most complete, able to meet all requirements. | | | |

AGENCY SIGNATURE (Required):

| Agency Representative (enter printed name and title below) | Phone No. / E-mail address (enter below) |
|--|--|
| Todd M. Wood, Director | 503-266-0751 |
| Signature of Agency Representative: <i>Todd M. Wood</i> | Date of signature: 04/09/2025 |

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

| | | | |
|---|--|--|------------------------|
| Agency Name: City of Canby - Canby Area Transit (CAT) | | Contact Person: Todd Wood, Transit Director | |
| Grant Agreement No. 35672 | Date: 3/28/2025 | Phone No. 503-266-0751 | |
| STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION | | | |
| Vehicle Useful Life Category: E1 | No. of Vehicles To Be Purchased: 4 | No. of Regular Seats: 8 | No. of ADA Stations: 2 |
| Required Specifications: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | <input type="checkbox"/> Other (Attach list or document) | |
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| Vehicle Base Price: | \$84,216 | \$83,850 | \$90,152 |
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| Total Vehicle Cost With Required Specifications: | \$126,908 | \$113,769 | \$130,523.18 |
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| Total Vehicle Cost With Required and Preferred Options: | \$130,313 | \$117,064 | \$134,383.18 |

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Canby Area Transit

Grant Agreement No: 35672

STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)

| Best Value Factors (non-purchase-price) | Vendor: Model1 | Vendor: NW Bus Sales | Vendor: Schetky | Vendor: |
|---|---|---|---|--|
| Scoring is based on (list factors/scores): | | | | |
| Meeting Minimum Requirements | * Power driver seat has carpet #13 & 23 * Exterior cameras not PAR:X4K | Yes | Yes | |
| Lowest Price w/required options (30) | 0 | 30 | 0 | |
| Vehicle Serviceability / Operating (20) | 20 | 20 | 20 | |
| Service/Warranty References (20) | 20 | 20 | 20 | |
| Fleet/Maintenance determination (30) | 15 | 15 | 15 | |
| Total Rating Score or Evaluation: | 55 | 85 | 55 | |
| Best Value Vehicle Selected: | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input type="checkbox"/> Not Selected |
| Explanation/Rationale for Vehicle Selected: | Best Price, Most complete, able to meet all requirements. | | | |

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)

Phone No. / E-mail address (enter below)

Todd M. Wood, Director

503-266-0751

Signature of Agency Representative: *Todd M. Wood*

Date of signature: 04/09/2025

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

| | | | |
|---|--|--|------------------------|
| Agency Name: City of Canby - Canby Area Transit (CAT) | | Contact Person: Todd Wood, Transit Director | |
| Grant Agreement No. 35672 | Date: 3/28/2025 | Phone No. 503-266-0751 | |
| STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION | | | |
| Vehicle Useful Life Category: E1 | No. of Vehicles To Be Purchased: 4 | No. of Regular Seats: 8 | No. of ADA Stations: 2 |
| Required Specifications: | <input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) | <input type="checkbox"/> Other (Attach list or document) | |
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| Requested Quotes | Vendor: Model1 | Vendor: NW Bus Sales | Vendor: Schetky NW |
| Vehicle Make/Model Proposed: | Forest River Vans | PrimeTime Med Transit | 2025 Driverge Transit |
| Vehicle Base Price: | \$84,216 | \$83,850 | \$90,152 |
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| Total Vehicle Cost With Required Specifications: | \$126,908 | \$113,769 | \$130,523.18 |
| Cost of Additional Preferred Options (if any - enter zero if none): | \$3,405 | \$3,295 | \$3,860 |
| Total Vehicle Cost With Required and Preferred Options: | \$130,313 | \$117,064 | \$134,383.18 |

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Canby Area Transit

Grant Agreement No: 35672

STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)

| Best Value Factors (non-purchase-price) | Vendor: Model1 | Vendor: NW Bus Sales | Vendor: Schetky | Vendor: |
|---|---|---|---|--|
| Scoring is based on (list factors/scores): | | | | |
| Meeting Minimum Requirements | * Power driver seat has carpet #13 & 23 * Exterior cameras not PAR:X4K | Yes | Yes | |
| Lowest Price w/required options (30) | 0 | 30 | 0 | |
| Vehicle Serviceability / Operating (20) | 20 | 20 | 20 | |
| Service/Warranty References (20) | 20 | 20 | 20 | |
| Fleet/Maintenance determination (30) | 15 | 15 | 15 | |
| Total Rating Score or Evaluation: | 55 | 85 | 55 | |
| Best Value Vehicle Selected: | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected | <input type="checkbox"/> Selected <input type="checkbox"/> Not Selected |
| Explanation/Rationale for Vehicle Selected: | Best Price, Most complete, able to meet all requirements. | | | |

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)

Phone No. / E-mail address (enter below)

Todd M. Wood, Director

503-266-0751

Signature of Agency Representative: *Todd M. Wood*

Date of signature: 04/09/2025



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Consider **Ordinance No. 1646**: An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor. (*Second Reading*)
Goal: N/A
Objective: N/A

Summary

Consider Ordinance No. 1646: An Ordinance authorizing the City Administrator to enter into an agreement between the City of Canby and Lucy Heil, City Prosecutor.

Background

Ms. Heil has been the City of Canby City Prosecutor since 2020 and is in good standing. From 2020 to 2022, Municipal Court included a full criminal and traffic docket. In 2022, the criminal docket was cut. In November 2024, Municipal Court brought back the full case load of Criminal Court along with the traffic docket.

Ms. Heil's current contract is based on a minimal criminal docket. It does not consider the increased workload Ms. Heil has since the return of criminal court. Ms. Heil is now responsible for reviewing and filing new charges and prosecutes full criminal dockets twice per month. The City would like to continue Ms. Heil's contract with an increase to compensate her for the increased workload, as well as to remain competitive with the other local cities.

Jessica Roberts, Court Supervisor, did research on neighboring prosecutor salaries, which is detailed below:

| Municipal Court | Monthly Salary | Average New Cases Per Year | Average New Cases Per Month | Average Pay Per Case |
|-----------------|---------------------|----------------------------|-----------------------------|----------------------|
| Canby | \$4,000 (currently) | 175 | 15 | \$266 |
| Canby | \$5,000 (proposed) | 175 | 15 | \$333 |
| Gladstone | \$3,500 | 105 | 9 | \$389 |
| West Linn | \$5,000 | 100 | 9 | \$556 |
| Oregon City | \$6,000 | 450-550 | 38-46 | \$158-\$131 |

The prosecutor and public defender salaries have increased statewide and are currently in high demand. By giving Ms. Heil this increase, it would put her in a closer position to neighboring cities. We would like Ms. Heil to continue serving in this capacity as City Prosecutor.

Since the proposed increase will bring Ms. Heil's annual salary over \$50,000, it is necessary to bring the agreement before City Council.

Attachments

Ordinance No. 1646

Exhibit A to Ordinance No. 1646 - City Prosecutor Agreement

Fiscal Impact

With the increase, it would bring the agreement to \$60,000 for 2025. This has been placed in the upcoming budget line item.

Options

1. Approve Ordinance No. 1646.
2. Do not approve Ordinance No. 1646.

Proposed Motion

"I move to adopt Ordinance 1646, An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor."

ORDINANCE NO. 1646

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF \$60,000 BETWEEN CITY OF CANBY AND LUCY HEIL, CITY PROSECUTOR.

WHEREAS, on September 16, 2020, the City of Canby entered into an agreement with Lucy Heil as City Prosecutor and there have been amendments to the agreement to date;

WHEREAS, in November 2024, Criminal Court returned to Municipal Court with a full case load along with traffic docket;

WHEREAS, Ms. Heil's current contract does not consider the increased workload. Since January 1, 2025, Ms. Heil has filed 56 new misdemeanor matters in the Municipal Court. The court is currently averaging 20 criminal cases per court docket. It is projected that the court will receive 175 new misdemeanor cases in 2025. Additionally, Ms. Heil represents the City in probation and diversion violations and contested traffic violations. Ms. Heil's current contract was written based on her no longer needing to review and file new misdemeanor matters and her only representing the City on minimal cases that were previously filed in the Municipal Court and still on the court docket.

WHEREAS, the agreement would now increase over \$50,000; and

WHEREAS, the City of Canby desires to have Ms. Heil continue serving in the capacity as City Prosecutor and allows the City of Canby to continue agreement with Ms. Heil as City Prosecutor.

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

Section 1. The City Administrator is hereby authorized to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor.

Section 2. The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 7, 2025 ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on May 21, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTING ATTORNEY SERVICES

Recitals:

WHEREAS, the City of Canby, Oregon, herein after referred to as “City,” wishes to contract for attorney professional services with Lucy Heil, hereinafter referred to as “Prosecuting Attorney” for the limited purpose of providing legal prosecution services concerning criminal misdemeanors and lawyer-represented violation trials in Canby Municipal Court; and

WHEREAS, the Prosecuting Attorney remains in good standing with the Oregon State Bar Association; and

WHEREAS, the City and Prosecuting Attorney agree to be bound by the following terms and conditions of providing service and receiving compensation therefore.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises in set forth in this agreement (the “Agreement”), the parties agree as follows.

Terms and Conditions:

1. PURPOSE OF AGREEMENT:

It is hereby agreed that the Prosecuting Attorney will provide legal prosecution services for all criminal misdemeanor cases cited into Canby Municipal Court as well as assist with prosecution of violations when they have lawyer representation

- (A) Prosecuting Attorney’s services under this Agreement are set forth in “Exhibit A” attached hereto.
- (B) Prosecuting Attorney shall furnish to City its employer identification number as designated by Internal Revenue Service, or Prosecuting Attorney’s Social Security Number, as City deems applicable. **Prosecuting Attorney understands it is required to obtain a City of Canby Business License for conducting business in the City. Prosecuting Attorney agrees to obtain a Canby Business License prior to commencing work under this Agreement.**

2. COMPENSATION

- (A) The City will compensate the Prosecuting Attorney at the rate of \$5,000 per month with no withholdings reserved for any purpose.
- (B) Prosecuting Attorney shall furnish to City monthly invoices on the 1st of each month for services performed.
- (C) City agrees to pay Prosecuting Attorney out of funds budgeted for said purpose and to pay invoices on Council approval of Accounts Payable. Prosecuting Attorney understands that this is the only remuneration Prosecuting Attorney will receive from City.

3. EXCEPTIONS

Prosecuting Attorney is not required to prosecute defendants where there is a Bonafide conflict of interest as set forth in applicable sections of the Code of Professional Responsibility, if the conflict will not be waived by the defendant.

4. TENURE AND TERMINATION

The initial term of this Agreement will be effective from January 1, 2025 to December 31, 2025.

Either party can cancel this Agreement at any time upon sixty (60) days advance written notice to the other party to the Agreement of their intent to terminate. No cause is necessary for termination by either party, and Prosecuting Attorney understands her services are at the pleasure of the City Council and may be terminated when provided notice is given as set forth above.

5. PROSECUTING ATTORNEY AS INDEPENDENT CONTRACTOR

The parties agree that their intent is that the Prosecuting Attorney is a “legal independent contractor” and shall not be considered in any manner as an employee, officer or agent of the City of Canby.

6. PAYMENT OF EMPLOYEES

Prosecuting Attorney shall make payment promptly, as due, to all persons supplying to the Prosecuting Attorney labor or material for the performance of the work provided for in the Agreement; shall pay all contributions or amounts due the Industrial Accident Fund from the Prosecuting Attorney or any subcontractor incurred in the performance of the Agreement; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

7. WORKERS’ COMPENSATION COVERAGE

Prosecuting Attorney shall comply with ORS 656.017 unless exempt under ORS 656.126.

8. MEDICAL PAYMENTS

Prosecuting Attorney shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Prosecuting Attorney, of all sums which the Prosecuting Attorney agrees to pay for such services and all monies and sums which the Prosecuting Attorney collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

9. OREGON TAX LAW COMPLIANCE

Prosecuting Attorney must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Prosecuting Attorney (to the best of Prosecuting Attorney’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Agreement, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Agreement: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Prosecuting Attorney, to Prosecuting Attorney’s property, operations, receipts, or income, or to Prosecuting Attorney’s performance of or compensation for any work performed by Prosecuting Attorney; (C) any tax provisions imposed by a political subdivision of this state that applied to Prosecuting Attorney, or to goods, services, or property, whether tangible or intangible, provided by Prosecuting Attorney; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Agreement and seek damages and other relief available under the terms of the Agreement or under applicable law.

10. ASSIGNMENT OR TRANSFER RESTRICTED

The Prosecuting Attorney shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Prosecuting Attorney, either in whole or in part, without the City's prior Written consent. Unless otherwise agreed by the City in writing, such consent shall not relieve the Prosecuting Attorney of any obligations under the Agreement. Any assignee or transferee shall be considered the agent of the Prosecuting Attorney and be bound to abide by all provisions of the Agreement. If City consents in writing to an assignment, sale, disposal or transfer of the Prosecuting Attorney's rights or delegation of Prosecuting Attorney's duties, the Prosecuting Attorney shall remain liable to the City for complete performance of the Prosecuting Attorney as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing.

The Parties hereby cause this Agreement to be executed.

City of Canby: Eileen Stein
City Administrator

Lucy Heil
Attorney at Law

Date: _____

Date: _____

Exhibit A

CITY OF CANBY PROSECUTING ATTORNEY SCOPE OF WORK

Prosecuting Attorney shall provide effective and efficient legal representation for all criminal misdemeanors and lawyer-represented violation trials in the Canby Municipal Court at all stages of prosecution to include appeals at the Clackamas County Circuit Court and Municipal Court probation hearings.

The Canby Municipal Prosecutor shall:

- Adhere to City Personnel Policies
- Maintain good standing with the Oregon State Bar and stay up to date with changes in the law
- Communicate regularly with court staff, attorneys and police staff and return phone calls and emails within 48 hours
- Maintain regular office hours at a minimum of Mondays and Thursdays from 9 a.m. to 4 p.m. to provide open communication with police officers, court staff and attorneys. Prosecutor will notify staff when office hours will vary
- Review criminal cases submitted by Canby Police and consult with Canby Police as needed
- Make filing decisions with the Municipal Court and provide decline memos to the primary police officer explaining reasons for not filing charges
- Draft complaints and file with Municipal Court
- Refer potential felonies to Clackamas County District Attorney's Office
- Provide discovery to defense attorneys and respond to motions in a timely manner
- Negotiate plea deals with defense attorneys
- Work collaboratively with other court prosecutors as needed on pending cases
- Attend court sessions and represent the City as Prosecuting Attorney on cases filed in the Municipal Court, including but not limited to court and jury trials, probation violation hearings, diversion violation hearings, arraignments, pre-trial conferences and sentencing
- Determine conflicts of interest and seek waivers or find suitable alternatives
- Represent City of Canby in cases appealed to Clackamas County Circuit Court
- Provide coverage for courtroom appearances during vacation or leave of absence. If coverage is unavailable, provide Municipal Court with 60 days notice of absence.
- Maintain a list of community service options for defendants.



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Monica Stone, Wastewater Treatment Plant Supervisor
Agenda: Consider **Ordinance No. 1647**, An Ordinance Adopting Findings to Support an Exemption from the Formal Selection Process for a Contract for Sludge Hauling Services, Declaring such Exemption, and Authorizing Direct Award of a Contract to Heard Farms, Inc. (*First Reading*)

Summary

Staff is requesting City Council consideration of Ordinance No. 1647, which would adopt findings to support an exemption from the formal selection process based on the specialized nature of sludge hauling and land application services. The ordinance would authorize a direct award of a five-year contract to Heard Farms, Inc. for the continued hauling, treatment, and land application of biosolids from the City's wastewater treatment plant. The agreement includes an annually approved not-to-exceed budget to ensure fiscal oversight while maintaining regulatory compliance and continuity of essential operations.

Background

For the past 13 years, the City of Canby has partnered with Heard Farms, for the hauling, further treatment, and Class B land application of biosolids generated at the City's wastewater treatment plant. This long-standing partnership has provided a reliable, cost-effective, and environmentally responsible alternative to landfill disposal. Heard Farms transports partially treated solids to its facility in Roseburg, where they are processed and beneficially reused as a soil amendment in accordance with all applicable regulations. Given the lack of other qualified providers in the region and Heard Farms' familiarity with the City's operations and regulatory requirements, staff recommends continuing this successful partnership through a multi-year contract structure with annual budget approval by the City Council.

Attachments

Ordinance No. 1647 and Exhibit A

Fiscal Impact

Each year, the contract amount will be established during the City's budget process and approved by Council as part of the annual operating budget. Based on past trends, Heard Farms biosolids management services are expected to remain more affordable than landfill disposal, with savings anticipated in both hauling and tipping fees. Entering into a five-year agreement also allows the City to secure long-term service stability, while maintaining flexibility through annual pricing updates.

Options

Approve Ordinance No. 1647

Take no action

Proposed Motion

"I move to approve Ordinance No. 1647, An Ordinance Adopting Findings to Support an Exemption from the Formal Selection Process for a Contract for Sludge Hauling Services, Declaring such Exemption, and Authorizing Direct Award of a Contract to Heard Farms, Inc. to City Council approval to a second reading on June 4, 2025."

ORDINANCE NO. 1647

AN ORDINANCE ADOPTING FINDINGS TO SUPPORT AN EXEMPTION FROM THE FORMAL SELECTION PROCESS FOR A CONTRACT FOR SLUDGE HAULING SERVICES, DECLARING SUCH EXEMPTION, AND AUTHORIZING DIRECT AWARD OF A CONTRACT TO HEARD FARMS, INC.

WHEREAS, the City of Canby (“City”) City Council (“Council”) is the Local Contract Review Board of the City;

WHEREAS, the City has adopted its own local contracting rules entitled “City of Canby Administrative Policy: Contracting and Procurement”;

WHEREAS, ORS 279B.085(4) and the City’s local contracting rules, Section VII(1)(A), authorizes the Canby Local Contract Review Board to exempt certain contracts from the competitive proposal or bidding procurement requirements of ORS 279B upon approval of certain findings of fact;

WHEREAS, the City’s Local Contract Review Board has determined that directly awarding the contract to Heard Farms, Inc. for general sludge hauling services, will be most beneficial to the City, is unlikely to encourage favoritism, and is likely to result in substantial cost savings and other benefits, based on the findings attached as Exhibit A;

WHEREAS, pursuant to ORS 279B.085(5) the City published notice of the proposed exemption in the Canby Herald not less than 7 days prior to the date on which the City Council intends to take action to approve the exemption;

WHEREAS, the City held a public hearing to allow comments on the Local Contract Review Board’s draft findings on May 21, 2025; and

WHEREAS, after due deliberation, the City Council, sitting as the Local Contract Review Board, hereby adopts the findings in support of direct award of the contract for general sludge hauling services by Heard Farms, Inc., as set forth in Exhibit A.

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

Section 1. Exemption Approval. The City Council hereby adopts findings supporting an exemption for the sludge hauling services contract with a five year term, declares such an exemption, and authorizes a direct award of the contract to Heard Farms, Inc. The findings are attached to this Ordinance as Exhibit A. Further, the City Council hereby authorizes future Council approval of an amendment to this contract by voice vote or resolution.

Section 2. Severability. If any provision, section, phrase, or word of this Ordinance or its application to any person, or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

Section 3. Effective Date. This Ordinance shall take effect on July 4, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting on May 21, 2025, ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on June 4, 2025, commencing at the of hour of 7:00 pm in the Council Chambers located at 222 NE 2nd Ave, 1st Floor, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 4th day of June, 2025 by the following vote:

YEAS _____ NAYS _____

Brian Hodson, Mayor

ATTEST:

Maya Benham, CMC
City Recorder

Ordinance No. 1647 Exhibit A

Findings in Support of Direct Award of a Contract for Sludge Hauling Services

Oregon law requires all service projects (both personal and general) to be procured by competitive bid or proposal, unless otherwise stated in local rules and unless an exemption is granted by the City of Canby (the “City”) Local Contract Review Board. One such exemption permits the City to award a service contract without competition if such award (1) is unlikely to encourage favoritism and (2) is reasonably expected to result in substantial cost savings. ORS 279B.085(4). This document demonstrates that Heard Farms, Inc. (“Heard” or “Heard Farms”) is uniquely qualified to provide on-going sludge hauling services for the City, such provision of services does not encourage favoritism, and results in substantial cost savings.

Nature of the Project:

For the past 13 years, the City has partnered with Heard for the hauling, further treatment, and Class B land application of biosolids generated at the City’s wastewater treatment plant. This long-standing partnership has provided a reliable, cost-effective, and environmentally responsible alternative to landfill disposal. Heard transports partially treated solids to its facility in Roseburg, where they are processed and beneficially reused as a soil amendment in accordance with all applicable regulations. Given the lack of other qualified providers in the region and Heard’s familiarity with the City’s operations and regulatory requirements, staff seeks to continue this successful partnership through a multi-year contract structure with annual budget approval by the City Council.

To secure long-term service stability, while maintaining flexibility through annual pricing updates, staff seeks to enter into a five-year agreement with Heard, for biosolids management services. The agreement shall provide for the annual transport and beneficial reuse of biosolids at Heard’s Roseburg facility, where the material is further treated and applied to land as a soil amendment in accordance with all applicable federal and state regulations. The contract shall be subject to an annual budget review and update, conducted jointly between the City and Heard, with the annual not-to-exceed contract amount established for each fiscal year. The revised annual NTE amount shall be presented to the City Council for review and approval as part of the City’s annual budget process.

Public Notice:

As required by ORS 279B.085(5) the City published notice for interested parties in the May 14, 2025 edition of the Canby Herald.

Findings

1. Direct appointment is unlikely to encourage favoritism.

The direct award of the biosolids management contract to Heard Farms is due to the absence of other qualified providers in the region. The City is not aware of any other company offering sludge hauling services in the area, and the only alternative is landfill disposal, which is more costly and environmentally burdensome. Heard Farms offers a proven, sustainable solution through land application, and is familiar with the City’s operational needs. A formal procurement would cost approximately \$5,000 with little likelihood of receiving competitive or responsive bids. A direct award ensures continuity of service, cost savings, and alignment with the City’s environmental and financial priorities.

2. Direct appointment is reasonably expected to result in substantial cost savings for the City.

Heard Farms has previously provided reliable and professional biosolids hauling services to the City. Continuing this successful partnership and directly awarding the contract allows the City to avoid the time and cost associated with a formal request for proposals, an effort that is unlikely to yield alternative qualified bidders. Further, contracting for sludge hauling services rather than landfill disposal saves the City money while also offering a more environmentally conscious approach. Executing a multi-year agreement with an annually established budget provides both fiscal oversight and operational continuity. This approach also avoids the additional expense and inefficiency of onboarding a new provider unfamiliar with the City's treatment processes and site-specific requirements.

Conclusion

Based on the above findings, it is therefore recommended that the City award a personal service agreement without competition to Heard, in connection with the provision of certain sludge hauling services.

End of Findings



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Scott Schlag, Finance Director, Ashleigh Dougill, BEH
Agenda Item: Consider Resolution No. 1433: A Resolution Adopting an Updated Contracting and Procurement Policy
Goal: N/A
Objective: N/A

Summary

Adoption of Resolution No. 1433 to update the City of Canby's adopted contract and purchasing rules administrative policy to bring it into compliance with Oregon State Procurement Law.

Background

A recent review of the City's purchasing rules policy was conducted to further refine Canby's established local contracting rules, with the goal of enabling the City to obtain goods, services, and public improvements according to existing laws, statutes, regulations, and rules while facilitating a flexible, efficient and cost-effective process. The City's contract and purchasing rules administrative policy was previously adopted by Resolution 1402. Both 'Redline' and 'Clean' edited versions of the proposed policy updates are included for comparison review.

A Summary of Canby Procurement Rules changes are, as follows:

- Clarify and standardize small, intermediate, and large procurement processes for procurement of goods, general services, and public improvements to follow state law.
- Clarify and standardize small, intermediate, and large procurement processes and thresholds for procurement of architects, engineers, photogrammetric mappers, transportation planners, and land surveyors to simplify small and intermediate processes, and otherwise follow state law.
- Clarify small, intermediate, and large procurement processes and thresholds for personal services are the same as general services. Set forth list of personal service categories that are exempted from formal procurement process due to their unique or time sensitive nature.
- Remove additional language regarding state and federal funding and direct staff to contact City management and/or counsel when working with state or federal funds.
- Establish authority for City to electronically advertise procurements.
- Establish process for issuing notices of intent to award.
- Establish process for disposing of surplus property.
- Generally remove inapplicable and outdated references in the policy. Generally edit for clarity, consistency, and grammar.

Attachments

- Exhibit A – City of Canby Administrative Policy, Contracting and Procurement as adopted by Resolution No. 1433, aligning the policy to Oregon State Procurement Laws.
- Attachment – City of Canby Administrative Policy, Contracting and Procurement as adopted by Resolution 1402 with ‘Redline’ revisions for comparison review.

Fiscal Impact

No fiscal impact to the City of Canby in adopting resolution.

Options

Approve Resolution No. 1433

Do not approve Resolution No. 1433

Take no action at this time

Proposed Motion

“I move to adopt Resolution No. 1433, A Resolution Adopting an updated Contracting and Procurement Policy.”

RESOLUTION NO. 1433

A RESOLUTION ADOPTING AN UPDATED CONTRACTING AND PROCUREMENT POLICY

WHEREAS, the City of Canby (City) previously adopted a contracting and procurement administrative policy effective April 17, 2024;

WHEREAS, the City anticipates significant public projects in the near future that will require the City to solicit and procure the services of professional consultants, including but not limited to architects, surveyors, engineers, and general contractors;

WHEREAS, the City recognizes the need to ensure that procurement of all public contracts are consistent with Oregon laws and rules governing such procurements;

WHEREAS, the City attorney completed a review of the current contracting and procurement rules and identified a number of areas that she recommends updating, simplifying, or otherwise amending; and

WHEREAS, through this Resolution, the City adopts a policy related to the procurement of goods and services, personal services, public improvements, and construction-related personal services and makes other housekeeping changes to the City's contracting and procurement rules.

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

1. The City Council adopts the Contracting and Procurement Policy for the City attached as **Exhibit A**; and
2. Resolution No. 1402 is hereby repealed.
3. This Resolution shall become effective immediately upon adoption.

ADOPTED this 21st day of May, 2025, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

Exhibit 'A'

| | |
|--|------------------|
| CITY OF CANBY ADMINISTRATIVE POLICY | Effective Date: |
| Contracting and Procurement | Resolution #XXXX |

| | |
|----------------------|--|
| SECTION I: | Purpose |
| SECTION II: | Authority and Delegation |
| SECTION III: | Procurement and Contract Expenditure Authority Levels |
| SECTION IV: | Solicitation Preferences |
| SECTION V: | Goods Procurement and Non-Professional Services Contracts |
| SECTION VI: | Personal/Professional Services Contracts |
| SECTION VII: | Public Works Contracts |
| SECTION VIII: | Construction/Public Improvement Contracts |
| SECTION IX: | Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services Contracts |
| SECTION X: | Procurements Using Federal or State Funds |
| SECTION XI: | Authority to Electronically Advertise Public Contracts |
| SECTION XII: | Notice of Intent to Award Certain Contract |
| SECTION XIII: | Surplus Property |
| SECTION XIV: | Definitions |

SECTION I. **PURPOSE**

This policy is intended to:

- Use public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by promoting impartial and open competition;
- Provide appropriate authority for and control over City expenditures;
- Ensure compliance with the Oregon Public Contracting Code (Code), the Department of Justice Model Rules, and the Federal Uniform Guidance for Grants and Agreements;
- Fully implement the Code and the City's Public Contracting Rules (Resolution XXXX) by delegating authority for purchasing decisions;
- Define signature authority levels for City expenditures.

SECTION II. **AUTHORITY AND DELEGATION**

1. Model Rules

Except as provided within these rules, the City public contracting is governed by the Code and the Model Rules. These rules will prevail in the case of a conflict between them and the Model Rules.

2. General Authority

Except as otherwise provided in these rules, the powers and duties of the Board under the Code and Model Rules will be exercised by the Board and the powers and duties given or assigned to contracting agencies by the Code or Model Rules will be exercised by the City Administrator acting as the City's contracting agent. The City Administrator shall serve as the Purchasing Manager for the City and is authorized to issue all solicitations and to award all City contracts to complete work outlined in the adopted budget or if the contract price does not exceed \$50,000.

Exhibit 'A'

Subject to this chapter, the Purchasing Manager may adopt and amend all solicitation materials, contracts, forms, and department level policies required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the City's contracting needs. The Purchasing Manager shall hear all solicitation and award protests.

3. Delegation of Purchasing Manager's Authority

Any of the responsibilities or authorities of the Purchasing Manager under this chapter may be delegated and sub-delegated by the Purchasing Manager.

4. Mandatory Review of Rules

Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its contracting and procurement policy, Oregon Public Contracting Code (Code), and the Model Rules, the Purchasing Manager shall cause the Public Contracting Rules and Administrative Policy to be reviewed, and make any modifications required to ensure compliance with statutory changes.

5. Legal Framework

The laws, ordinances, and rules applicable to purchasing, contracting, and the sale of City personal property are:

A. Oregon Revised Statutes:

1. ORS Chapter 279A regarding public contracting – general provisions
2. ORS Chapter 279B regarding public contracting – goods and services
3. ORS Chapter 279C regarding public contracting – public improvements and construction-related personal services

B. Oregon Administrative Rules, Chapter 137-046, 047, 048, and 049; and

C. Oregon Constitution.

SECTION III.

PROCUREMENT AND CONTRACT EXPENDITURE AUTHORITY LEVELS

When the City Administrator, a Director or a Manager/Supervisor approves City expenditures, a purchase order, or timecard s/he is approving that:

- A. The expenditure is an appropriate use of City funds.
- B. The expenditure has been approved by the City Council in the adopted budget.
- C. There are funds available in the budget for the expenditure.
- D. The account coding associated with the expenditure is correct.

Expenditures are authorized as follows:

| | |
|---------------------|---|
| City Council | Expenditures of budgeted funds for a single purchase or contract in excess of \$50,000 or expenditures of sums not appropriated in the budget. |
|---------------------|---|

Exhibit 'A'

| | |
|--|---|
| City Administrator Assistant City Administrator | Up to \$50,000 unless expenditure causes the City to exceed a budget appropriation. City Council must approve if exceeds budget appropriation. |
| Finance Director | Up to \$25,000 unless expenditure causes the City to exceed a budget appropriation. |
| All other City Directors | Up to \$10,000 unless expenditure causes the City to exceed a budget appropriation. |
| Managers and Supervisors | Up to \$5,000 unless expenditure causes the City to exceed a budget appropriation. |

SECTION IV. **SOLICITATION PREFERENCES**

Under ORS 279A, the following preferences for procurements and contracts should be taken into account when soliciting goods or services:

1. Preference for Oregon goods and services; nonresident bidders

- A. For the purposes of awarding a public contract, the City shall:
 - I. Give preference to goods or services that have been manufactured or produced in Oregon if price, fitness, availability and quality are otherwise equal; and
 - II. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference give to the bidder in the state in which the bidder resides.
- B. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.
- C. The Oregon Department of Administrative Services on or before January 1 of each year shall publish a list of states that give preference to in-state bidders with the percent increase applied in each state. The City may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

2. Preference for recycled materials

- A. The City shall give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from non-recycled products.

3. Preference for goods fabricated or processed within state or services performed within state

- A. Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation, when the City uses public funds to procure goods or services for a public use under ORS chapter 279B, the City may

Exhibit 'A'

give preference to procuring goods that are fabricated or processed, or services that are performed, entirely within this state if the goods or services cost not more than 10 percent (10%) more than goods that are not fabricated or processed, or services that are not performed, entirely within this state. If more than one bidder or proposer qualifies for the preference described in this subsection, the City may give a further preference to a qualifying bidder or proposer that resides in or is headquartered in this state.

- B. The City by order may set a higher percentage than the percentage set forth in subsection (A) of this subsection if the City, in a written determination to support the order, finds good cause to set the higher percentage and explains the City's reasons and evidence for the finding.
- C. Notwithstanding ORS 279C.320 (1), subsection (A) of this section does not apply to emergency work, minor alterations, ordinary repairs or maintenance work for public improvements or to other construction contracts described in ORS 279C.320 (1).

4. Performance within state of public printing, binding, and stationary work

- A. All printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers for the City shall be performed within the state. All requests for bids and all contracts for such work shall so stipulate.
- B. Notwithstanding subsection (A), this work may be performed outside the state if it is established that:
 - I. The work cannot be performed within the state;
 - II. The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
 - III. All bids for the work, or any part thereof, are excessive and not reasonably competitive

SECTION V.

GOODS PROCUREMENT & NON-PROFESSIONAL SERVICES CONTRACTS

1. Small procurements (ORS 279B.065)

- A. The City may award a public contract for goods or services that does not exceed an estimated contract price of \$25,000 in any manner the City deems practical or convenient, including by direct selection award.
- B. A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than \$31,250.
- C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279B.070)

- A. The City may award a public contract for goods and services that exceeds an estimated contract price of \$25,000, but does not exceed a contract price of \$250,000 in accordance with intermediate procurement procedures set forth in this Section. When conducting an

Exhibit 'A'

intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals.

- B. A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than \$312,500.
- C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large Procurements (ORS 279B.055 and 279B.060)

- A. The City shall award public contracts for goods or services that exceed an estimated contract price of \$250,000, or otherwise contain an indefinite term or value, by competitive sealed bidding under ORS 279B.055 or competitive sealed proposals under ORS 279B.060.
- B. Competitive sealed bidding (ITB) (OAR 137-047-0255 and ORS 279B.055)
 - i. **USE:** when specification and cost-based with cost as the primary basis for award of the contract. Bids are submitted on pre-determined specifications.
 - ii. The City may solicit and award a public contract for goods or services, or may award multiple public contracts for goods or services when specified in the invitation to bid, by competitive sealed bidding.
 - iii. Reference OAR 137-047-0255 and ORS 279B.055 for specific instructions when dealing with competitive sealed bids.

4. Competitive sealed proposals (RFP) (OAR 137-047-0260 and ORS 279B.060)

- i. **USE:** when a goal or outcome is known, but multiple solutions may exist, or a proposer's qualifications is the primary focus of the solicitation. This allows for comparison of solutions, demonstrations, and negotiations.
- ii. RFP is looking for the highest quality with price being secondary. Used when City wants the ability to negotiate contract terms.
- iii. The City may solicit and award a public contract for goods or services, or may award multiple public contracts for goods or services when specified in the request for proposals, by requesting and evaluating competitive sealed proposals.
- iv. Reference OAR 137-047-0260 and ORS 279B.060 for specific instructions when dealing with competitive sealed proposals.

5. Sole source procurements (OAR 137-047-0275 and ORS 279B.075)

- A. The City may award a contract for goods or services without competition when the City Council, City Administrator, Director, or Manager with the City, determines in writing, that the goods or services, or class of goods or services, are available from only one source.

Exhibit 'A'

- B. The determination of a sole source must be based on written findings that may include:
 - i. That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - ii. That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - iii. That the goods or services are for use in a pilot or an experimental project; or
 - iv. Other findings that support the conclusion that the goods or services are available from only one source.
- C. To the extent reasonably practical, the City shall negotiate with the sole source to obtain contract terms advantageous to the City.

6. Emergency procurements (ORS 279B.080)

- A. The City Administrator, or designee, may make or authorize others to make emergency procurements of goods or services in an emergency. The City Administrator shall document the nature of the emergency and describe the method used for the selection of the particular contractor.
- B. For an emergency procurement of construction services that are not public improvements, the City Administrator shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances. In conducting the procurement, the City Administrator shall set a solicitation time period that the City Administrator determines to be reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without competition in cases of extreme necessity.

7. Special procurements (ORS 279B.085)

- A. Except as provided in subsection (3) of this section, to seek approval of a special procurement, the City shall submit a written request to the local contract review board that describes the contracting procedure, the goods or services or the class of goods or services that are the subject of the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection (4) of this section.
- B. The City Administrator or the local contract review board may approve a special procurement if the City Administrator or board finds that a written request submitted demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed:
 - i. Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
 - ii. Is reasonably expected to result in substantial cost savings to the City or to the public; or
 - iii. Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted there under.
- C. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055 (4).

Exhibit 'A'

- D. If the City intends to award a contract through a special procurement that calls for competition among prospective contractors, the City shall award the contract to the offeror the City determines to be the most advantageous.
- E. When the City Administrator or local contract review board approves a class special procurement under this section, the City may award contracts to acquire goods or services within the class of goods or services in accordance with the terms of the approval without making a subsequent request for a special procurement.

SECTION VI.

PERSONAL/PROFESSIONAL SERVICES CONTRACTS

(For architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related services contracts, see section X)

- 1. Except as otherwise provided in this Section VI, personal services contracts may be awarded in the same manner as contracts for services under Section V above.
- 2. Personal Service Contracts for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Purchasing Manager determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.
- 3. The City Administrator may award the following categories of professional services in any manner that he or she deems practical or convenient, including via direct award:
 - A. Attorneys, including public defense attorneys, city prosecutors, and city attorneys.
 - B. Hearings officers.
 - C. Mediators, arbitrators, or other dispute resolution service providers.
 - D. Auditors.
 - E. Software as a service providers.
 - F. Wastewater treatment plant sludge removal and hauling services.
 - G. Ordinary repair and maintenance services that do not involve construction, reconstruction, or major renovation, and require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills. (As an example, ordinary repairs and maintenance of the City's wastewater treatment plant, that are not major, large-scale repairs and that are contemplated in the plant's operations manual, would qualify for this category, because ordinary maintenance of the City's wastewater treatment plant requires specialized knowledge and expertise. In contrast, unanticipated repairs to the wastewater treatment plant, or major renovations to the plant replacing major components of the system, would not qualify for this category because they are either out of the ordinary repairs or major renovations. In addition, ordinary sidewalk maintenance such as power washing would not qualify, because it would not require specialized expertise.)
 - H. Owner's representative services, where the owner's representative is in no way serving the applicable project in its capacity as an engineer, and where the owner's representative has been pre-qualified by the City via a request for qualifications process.
 - I. Natural resource specialists that may assist the City in assessing habitat, floodplain and wetlands within City limits.

Exhibit 'A'

- J. Economic specialists that may assist with rate studies and system development charge updates.
- K. Emergency operations training providers.
- L. Cultural and historic resource specialists.
- M. Acoustical specialists to assist the City with noise assessments, noise mitigation, or code amendments.

SECTION VII.

PUBLIC WORKS CONTRACTS

1. Contracts for construction other than public improvements (ORS 279C.320)

- A. Contracting agencies shall enter into contracts for emergency work, minor alteration, ordinary repair or maintenance of public improvements, as well as any other construction contract that is not defined as a public improvement under ORS 279A.010 (Definitions for Public Contracting Code), in accordance with the provisions of ORS chapter 279B.
- B. Pursuant to ORS 279C.320, public contracts for construction services that are not public improvement contracts may be procured and amended as general trade services under the provisions of ORS 279B rather than under the provisions of ORS Chapter 279C. Emergency contracts for construction services are not public improvement contracts and are regulated under ORS 279B.080 or number 4 in this section.

2. Public Works Contracts.

“Public Works” is defined by state law (ORS 297C.800). If a project is a public works project, it will be subject to prevailing wage. This definition is legally complicated and highly fact specific. If your project is over \$50,000 in value and may be a public works project, please contact the City Administrator or City Attorney for more direction and guidance.

SECTION VIII.

CONSTRUCTION/PUBLIC IMPROVEMENT CONTRACTS

(For Architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related services contracts, see section X)

1. Small procurements (ORS 279C.335(1))

- A. The City may award a public improvement contract that does not exceed \$25,000 in any manner the City deems practical or convenient, including by direct selection award.
- B. A contract awarded under this section may be amended in accordance with OAR 137-049-0910, but the cumulative amendments may not increase the total contract price above \$31,250.
- C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279C.412 and .414)

- A. The City may award a public improvement contract that exceeds \$25,000, but does not

Exhibit 'A'

exceed \$100,000, in accordance with intermediate procurement procedures set forth in this Section. When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals.

- B. A contract awarded under this section may be amended in accordance with OAR 137-049-0910, but the cumulative amendments may not increase the total contract price to greater than \$125,000.
- C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large procurement (ORS 279C.400)

When a public improvement contract cost exceeds \$100,000, or the contract otherwise contains an indefinite term or value, the City will follow the formal procurement process outlined in ORS 279C.400.

4. Emergency procurement (ORS 279C.320)

The City Administrator, or designee, may make or authorize others to make emergency procurements of public improvements in an emergency in accordance with Section VII.1.

5. Special procurements and alternative contracting methods (ORS 279C.335(2))

Under ORS 279C.335, the City may use alternative contracting methods for public improvement contracts. These include, but are not limited to the following forms of contracting: design- build, energy savings performance contract and the construction manager/general contractor method. To the extent any such alternative contracting methods are utilized within the competitive bidding process set forth in ORS 279.335, these OAR 137-049-0600 to OAR 137- 049-0690 rules are advisory only and may be used or referred to by the City.

SECTION IX.

ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIC MAPPING, TRANSPORTATION PLANNING, LAND SURVEYING ("CONSTRUCTION-RELATED PERSONAL SERVICE CONTRACTS") AND RELATED SERVICES CONTRACTS

1. Small procurements (ORS 279C.110(10))

- A. The City may award a construction-related personal service contract that is not estimated to exceed \$100,000 in any manner the City deems practical or convenient, including by direct selection award.
- B. A contract awarded under this section may be amended in accordance with OAR 137-048-0320, but the cumulative amendments may not increase the total contract price above \$125,000.

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- C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279C.110(2))

- A. The City may award a construction-related personal service contract that is estimated to exceed \$100,000, but not exceed \$250,000, in accordance with intermediate procurement procedures set forth in this Section. When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals.
- B. A contract awarded under this section may be amended in accordance with OAR 137-048-0320, but the cumulative amendments may not increase the total contract price to greater than \$312,500.
- C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large procurements (ORS 279C.110)

- A. Where the estimated contract value is above \$250,000, or the contract otherwise contains an indefinite term or value, the City shall select construction-related personal services on the basis of the consultant's qualifications for the type of professional service required in accordance with ORS 279C.110 and subsection (B). Unless the City follows the process set forth in subsection (C) below, the City may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the City has selected a candidate pursuant to subsection (C) of this section.
- B. The City's qualifications-based selection procedure may include considering each candidate's:
 - i. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;
 - ii. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;
 - iii. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
 - iv. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;
 - v. Availability to the project locale;
 - vi. Familiarity with the project locale; and
 - vii. Proposed project management techniques.
- C. Notwithstanding the provisions of subsection (A) of this section, the City may request pricing

Exhibit 'A'

policies or pricing proposals from prospective consultants, including an estimate of the number of hours that will be needed to perform the work described in the solicitation, and a schedule of hourly rates, if the City:

- i. States in the following in its solicitation document:
 - a. That the City will screen and select prospective consultants as provided in ORS 279C.110(5);
 - b. How the City will rank proposals from prospective consultants, with a specific focus on:
 - Which factors the City will consider in evaluating proposals, including pricing policies, proposals or other pricing information, if the City will use pricing policies, proposals or other pricing information in the evaluation; and
 - The relative weight the City will give each factor, disclosing at a minimum the number of available points for each factor, the percentage each factor comprises in the total evaluation score and any other weighting criteria the City intends to use;
 - c. An estimate of the cost of professional services the City requires for the procurement; and
 - d. A scope of work that is sufficiently detailed to enable a prospective consultant to prepare a responsive proposal.
- ii. Evaluates each prospective consultant on the basis of the prospective consultant's qualifications to perform the professional services the City requires for the procurement.
- iii. Announces the evaluation scores and rank for each prospective consultant after completing the evaluation described in paragraph ii. of this subsection. The City may determine that as many as three of the top-ranked prospective consultants are qualified to perform the professional services the City requires for the procurement and may request a pricing proposal for the scope of work stated in paragraph i.d of this subsection from each of the top-ranked consultants. The pricing proposal must consist of:
 - a. A schedule of hourly rates that the prospective consultant will charge for the work of each individual or each labor classification that will perform the professional services the City requires for the procurement, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal; and
 - b. A reasonable estimate of hours that the prospective consultant will require to perform the professional services the City requires for the procurement.
- iv. Permits a prospective consultant identified as qualified under paragraph c. of this subsection to withdraw from consideration for the procurement if the prospective consultant does not wish to provide a price proposal.
- v. Completes the evaluation and selects a consultant from among the top-ranked

Exhibit 'A'

prospective consultants that have not withdrawn as provided under paragraph d. of this subsection, giving not more than 15 percent of the weight in the evaluation to each prospective consultant's price proposal.

- D. If the City determines that two or more candidates are equally qualified, the City may select a candidate through any process the City adopts that is not based on the candidate's pricing policies, proposals or other pricing information.
- E. The City and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the City as determined solely by the City. Authority to negotiate a contract under this section does not supersede any provision of ORS 279A.140 or 279C.520.
- F. If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates the consultant contracting process.

4. Emergency procurement (ORS 279C.110(11))

The City may directly appoint a consultant for construction-related personal services in an emergency.

5. Project continuation (ORS 279C.115)

The City may enter a contract for construction-related personal services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned, or otherwise previously studied or rendered in an earlier contract with the consultant, the previous contract was awarded pursuant to these contracting rules, and the new contract is a continuation of the project.

6. Related Services (ORS 279C.100(8))

"Related services" means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services. When the City selects a consultant to perform related services, it shall follow one the procurement process set forth in Section VI.

SECTION X.

Exhibit 'A'

PROCUREMENTS USING FEDERAL OR STATE FUNDS

When the City procures goods, services, personal services, construction-related personal services, or public improvements using federal or state money, staff shall consult with the City Administrator, City Attorney, and appropriate agency representative to understand the applicable state or federal procurement process before commencing a procurement. Staff should be aware that some or all of the provisions of this policy may be superseded by state or federal requirements.

SECTION XI.

AUTHORITY TO ELECTRONICALLY ADVERTISE PUBLIC CONTRACTS

- A. Pursuant to ORS 279C.260 and ORS 279B.055, electronic advertisement of public contracts for goods, services, personal services, construction-related personal services, and public improvements in lieu of newspaper publication is authorized when it is cost effective to do so. As described in OAR 137-046-0110(16), this is an information system accessible through the internet that allows the City to post electronic advertisements and receive electronic offers for goods, services, personal services, construction-related personal services, and public improvements. The City Manager shall have the authority to determine when electronic publication is appropriate, and consistent with the City's contracting policies.
- B. Notwithstanding Section A, an advertisement for a public improvement contract with an estimated cost over \$125,000 must be published at least once in a trade newspaper of general statewide circulation, such as the Daily Journal of Commerce.

SECTION XII

NOTICE OF INTENT TO AWARD CERTAIN CONTRACTS

- A. At least seven days before the award of a public contract solicited under a formal invitation to bid or request for proposals, the City will post or provide to each bidder or proposer notice of the City's intent to award a contract.
- B. If stated in the solicitation document, the City may post this notice electronically or through non-electronic means and require the bidder or proposer to determine the status of the City's intent.
- C. As an alternative, the City may provide written notice to each bidder or proposer of the City's intent to award a contract. This written notice may be provided electronically or through non-electronic means.
- D. The City may give less than seven days' notice of its intent to award a contract if the City determines in writing that seven days is impracticable.
- E. This section does not apply to public contracts awarded under pursuant to an exemption process or an emergency.
- F. A protest of the City's intent to award a contract may only be filed in accordance with OAR 137-047-0740, OAR 137-048-0240, or OAR 137-049-0450, as applicable.

SECTION XIII

SURPLUS PROPERTY

Exhibit 'A'

- A. The City Administrator may authorize the sale, donation, transfer to another government agency, auction, liquidation or fixed price sale, trade-in, or destruction of surplus property. Surplus property may be sold through the informal solicitation of bids or through an auction, including an online auction. The City Administrator has the discretion to advertise the sale of surplus property in a newspaper of city-wide circulation or online.
- B. Employees of the City may purchase surplus property, so long as at least three individuals or entities have bid on the property and the employee's bid is the highest bid.

SECTION XIV. **DEFINITIONS**

Award means the selection of a person to provide goods, services, personal services, construction-related personal services, or public improvements under a public contract. The award of a contract is not binding on the City until the contract is executed by a City representative with the authority to execute a contract and delivered by the City.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Board or Local Contract Review Board means the Canby City Council.

City Administrator means the City Administrator for the City of Canby, or the City Administrator's designee.

Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the City, and under which the concessionaire makes payments to the City based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the Canby City Council.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by the City Council under ORS 279B.130 or ORS 279C.440 or by the state or the Federal Government that prohibits a potential contractor from competing for the City's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by the City under which the City relinquishes ownership.

Emergency means circumstances that could not have been reasonably foreseen; create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy savings performance contract means a contract with a qualified energy service company for the

Exhibit 'A'

identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses related to the goods.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Non-professional services contract means a contract with an independent contractor predominantly for services that do not require special training. Such services include, but are not limited to, the services of janitorial, landscaping, and small equipment rental. The Purchasing Manager shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of non-professional services. *For Personal/Professional Services Contract, please see below.*

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the City.

Oregon Public Contracting Code means ORS Chapters 279A, 279B and 279C.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services, personal services, construction-related personal services, or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A proposal may be made in response to a request for proposals or under an informal solicitation.

Personal/professional services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of attorneys, auditors and other licensed professionals, artists, computer programmers, performers, consultants and property managers. The Purchasing Manager shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services. *For Non-Professional Services Contract, please see above.*

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the City. **Public improvement** does not include:

Exhibit 'A'

- A. Projects for which no funds of the City are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
- B. Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Purchasing manager means the City Administrator or the City Administrator's designee.

Qualified pool means a pool of vendors who are prequalified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Related services means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the City with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the City requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation, the City employee charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the City Council.

Solicitation documents means all informational materials issued by the City for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;
- B. A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

Exhibit 'A'

- C. A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- D. Qualified legally to contract with the City;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and
- F. Not been debarred by the City, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by the City such as office furniture, computers, equipment, vehicles, excluding real property, that the City Administrator determines is surplus and no longer useful to the City. Real property is subject to a different procedure under state law.

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| CITY OF CANBY ADMINISTRATIVE POLICY | Effective Date: 04-17- 2024 |
| Contracting and Procurement | Resolution # 1402XXXX |

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| SECTION I: | Purpose |
| SECTION II: | Authority and Delegation |
| SECTION III: | Procurement and Contract Expenditure Authority Levels |
| SECTION IV: | Solicitation Preferences |
| SECTION V: | Methods of Source Selection |
| SECTION VI: | Goods Procurement and Non-Professional Services Contracts |
| SECTION VII: | Personal/Professional Services Contracts |
| SECTION VIII: | Public Works Contracts |
| SECTION IX: | Construction/Public Improvement Contracts |
| SECTION X: | Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services Contracts |
| SECTION XI: | Procurements Using Federal and State Funds |
| SECTION XII: | Authority to Electronically Advertise Public Contracts |
| SECTION XIII: | Notice of Intent to Award Certain Contract |
| SECTION XIV: | Surplus Property |
| SECTION XV: | Definitions |

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SECTION I. **PURPOSE**

This policy is intended to:

- Use public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by promoting impartial and open competition;
- Provide appropriate authority for and control over City expenditures;
- Ensure compliance with the ~~Oregon Department of Administrative Services (DAS) contracting and procurement policy~~, Oregon Public Contracting Code (Code), ~~and~~ the Department of Justice Model Rules, ~~and~~ the Federal Uniform Guidance for Grants and Agreements;
- Fully implement the Code and the City's Public Contracting Rules (Resolution ~~1290XXXX~~) by delegating authority for purchasing decisions;
- Define signature authority levels for City expenditures.

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SECTION II. **AUTHORITY AND DELEGATION**

1. Model Rules

~~Except as provided within these rules, the City public contracting is governed by the Code and the Model Rules. These rules will prevail in the case of a conflict between them and the Model Rules.~~

1.2 General Authority

~~Except as otherwise provided in these rules, the powers and duties of the Board under the Code and Model Rules will be exercised by the Board and the powers and duties given or assigned to contracting agencies by the Code or Model Rules will be exercised by the City Administrator acting as the City's contracting agent. The City Administrator shall serve as the Purchasing~~

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Manager for the City and is authorized to issue all solicitations and to award all City contracts to complete work outlined in the adopted budget or if the contract price does not exceed \$~~2550~~000. Subject to this chapter, the Purchasing Manager may adopt and amend all solicitation materials, contracts, forms, and department level policies required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code or otherwise convenient for the City's contracting needs. The Purchasing Manager shall hear all solicitation and award protests.

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2.3. Delegation of Purchasing Manager's Authority

Any of the responsibilities or authorities of the Purchasing Manager under this chapter may be delegated and sub-delegated by the Purchasing Manager.

3.4. Mandatory Review of Rules

Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its ~~Oregon Department of Administrative Services (DAS)~~ contracting and procurement policy, Oregon Public Contracting Code (Code), and the Model Rules, the Purchasing Manager shall cause the Public Contracting Rules and Administrative Policy to be reviewed, and make any modifications required to ensure compliance with statutory changes.

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4.5. Legal Framework

The laws, ordinances, and rules applicable to purchasing, contracting, and the sale of City ~~personal~~ property are:

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- A. Oregon Revised Statutes:
 1. ORS Chapter 279A regarding public contracting – general provisions
 2. ORS Chapter 279B regarding public contracting – ~~public procurements~~ goods and services
 3. ORS Chapter 279C regarding public contracting – public improvements and ~~construction-related contracts~~ personal services
- B. Oregon Administrative Rules, Chapter ~~125137-046, 047, 048, and 137049~~; and
- C. Oregon Constitution.

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SECTION III.

PROCUREMENT AND CONTRACT EXPENDITURE AUTHORITY LEVELS

When the City Administrator, a Director or a Manager/Supervisor approves City expenditures, a purchase order, or timecard s/he is approving that:

- A. The expenditure is an appropriate use of City funds.
- B. The expenditure has been approved by the City Council in the adopted budget.
- C. There are funds available in the budget for the expenditure.
- D. The account coding associated with the expenditure is correct.

Expenditures are authorized as follows:

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| City Council | Expenditures of budgeted funds for a single purchase or contract in excess of \$50,000 or expenditures of sums not appropriated in the budget. |
| City Administrator Assistant City Administrator | Up to \$50,000 unless expenditure causes the City to exceed a budget appropriation. City Council must approve if exceeds budget appropriation. |
| Finance Director | Up to \$25,000 unless expenditure causes the City to exceed a budget appropriation. |
| All other City Directors | Up to \$10,000 unless expenditure causes the City to exceed a budget appropriation. |
| Managers and Supervisors | Up to \$5,000 unless expenditure causes the City to exceed a budget appropriation. |

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SECTION IV.
SOLICITATION PREFERENCES

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Under ORS 279A, the following preferences for procurements and contracts should be taken into account when soliciting goods or services:

1. Preference for Oregon goods and services; nonresident bidders

- A. For the purposes of awarding a public contract, the City shall:
 - I. Give preference to goods or services that have been manufactured or produced in Oregon if price, fitness, availability and quality are otherwise equal; and
 - II. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference give to the bidder in the state in which the bidder resides.
- B. When a public contract is awarded to a nonresident bidder and the contract price exceeds ~~\$2510,000~~, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The ~~contracting-agency~~City shall satisfy itself that the requirement of this subsection has been complied with before the ~~contracting-agency~~City issues a final payment on a public contract.
- C. The Oregon Department of Administrative Services on or before January 1 of each year shall publish a list of states that give preference to in-state bidders with the percent increase applied in each state. ~~A contracting-agency~~The City may rely on the names of states and percentages so published in determining the lowest responsible bidder without incurring any liability to any bidder.

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2. Preference for recycled materials

- A. ~~Give~~The City shall give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for non-recycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from non-recycled products.

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3. Preference for goods fabricated or processed within state or services performed within state

- A. Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation, when the City uses public funds to procure goods or services for a public use under ORS chapter 279B, the City may give preference to procuring goods that are fabricated or processed, or services that are performed, entirely within this state if the goods or services cost not more than 10 percent (10%) more than goods that are not fabricated or processed, or services that are not performed, entirely within this state. If more than one bidder or proposer qualifies for the preference described in this subsection, the ~~contracting-agency~~City may give a further preference to a qualifying bidder or proposer that resides in or is headquartered in this state.
- B. The City by order may set a higher percentage than the percentage set forth in paragraph (A) of this subsection if the City, in a written determination to support the order, finds good cause to set the higher percentage and explains the City's reasons and evidence for the finding.
- C. Notwithstanding ORS 279C.320 (1), subsection (A) of this section does not apply to emergency work, minor alterations, ordinary repairs or maintenance work for public improvements or to other construction contracts described in ORS 279C.320 (1).

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4. Performance within state of public printing, binding, and stationary work

A. All printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers for the City shall be performed within the state. All requests for bids and all contracts for such work shall so stipulate.

B. Notwithstanding subsection A, this work may be performed outside the state if it is established that:

I. The work cannot be performed within the state;

II. The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or

III. All bids for the work, or any part thereof, are excessive and not reasonably competitive

SECTION V.

GOODS PROCUREMENT & NON-PROFESSIONAL SERVICES CONTRACTS

METHODS OF SOURCE SELECTION

1. Except as permitted by ORS 279B.065 through ORS 279B.085 (Small procurements listed in Section VI), the (ORS 279B.065)

A. The City shall may award a public contract for goods or services that does not exceed an estimated contract price of \$25,000 in any manner the City deems practical or convenient, including by direct selection award.

B. A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than \$31,250.

C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279B.070)

A. The City may award a public contract for goods and services that exceeds an estimated contract price of \$25,000, but does not exceed a contract price of \$250,000 in accordance with intermediate procurement procedures set forth in this Section. When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals

B. A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than \$312,500.

C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large Procurements (ORS 279B.055 and 279B.060)

A. The City shall award public contracts for goods or services that exceed an estimated contract price of \$250,000, or otherwise contain an indefinite term or value, by competitive sealed bidding under ORS 279B.055 or competitive sealed proposals under ORS 279B.060.

1-B. Competitive sealed bidding (ITB) (OAR 137-047-0255 and ORS 279B.055)

A-i. USE: when, specification and cost-based with cost as the primary basis for award of the contract. Bids are submitted on pre-determined specifications.

B-ii. The City may solicit and award a public contract for goods or services, or may

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award multiple public contracts for goods or services when specified in the invitation to bid, by competitive sealed bidding.

~~C-iii.~~ Reference OAR 137-047-0255 and ORS 279B.055 for specific instructions when dealing with competitive sealed bids.

~~2.C. Competitive sealed proposals (RFP) (OAR 137-047-0260 and ORS 279B.060)~~

~~A-i. USE:~~ when a goal or outcome is known, but multiple solutions may exist, ~~or a proposer's qualifications is the primary focus of the solicitation.~~ This allows for comparison of solutions, demonstrations, and negotiations.

~~B-ii.~~ RFP is looking for the highest quality with price being secondary. Used when City wants the ability to negotiate contract terms.

~~C-iii.~~ The City may solicit and award a public contract for goods or services, or may award multiple public contracts for goods or services when specified in the request for proposals, by requesting and evaluating competitive sealed proposals.

~~D-iv.~~ Reference OAR 137-047-~~0269~~0260 and ORS 279B.060 for specific instructions when dealing with competitive sealed proposals.

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SECTION VI.

GOODS PROCUREMENT & NON-PROFESSIONAL SERVICES CONTRACTS

1. Buy Decision for Source Selection (OAR 125-247-0200)

~~A. The buy decision means the decision to buy supplies and services through socio-economic programs, agreements, or the open market (source). The City is not required to make a buy decision based on the lowest price. See the specific statute or rules for the authority to use each source.~~

~~B. The City WILL ATTEMPT TO make their buy decision in the priority order set forth in subsections (i) through (iv) (priority order). If a higher priority source satisfies a procurement, the City will attempt to procure through that higher priority source and may not elect to procure through a lower priority source.~~

~~i. Qualified Rehabilitation Facilities (QRFs) (ORS 279.835 through 279.855 and OAR 125-055-0005 through 125-055-0045)~~

~~ii. Inmate Labor (Oregon Constitution, Article I, Section 41)~~

~~iii. Statewide DAS Price Agreement (OAR 125-247-0296).~~

~~Go to ORPIN and perform a "statewide contract search" or an "award search" for "active" contracts.~~

~~iv. Surplus Property (OAR 125-050-0100 through 125-050-0400)~~

~~When appropriate, the City will attempt to purchase goods through the surplus property system or govdeals.com.~~

- ~~C.—ORS 190 Agreement.~~ Section (B) does not apply to ORS 190 Agreements that promote the use of existing state resources, including an Interagency Agreement, Intergovernmental Agreement, Interstate Agreement, International Agreement, or Tribal Agreement (OAR 125-246-0365). The City may elect to use an ORS 190 Agreement at any time and supersede the Buy Decision checklist.
- ~~D.—Open Market.~~ If sections (B) and (C) do not apply, the City may procure supplies and services through the open market, using the methods provided under the Code, related Rules, and policies. (ORS 279A and B, OAR 125-246 and 247).
- ~~E.—Minority, Women and Emerging Small Business (MWESB).~~ For a public contract with a value of \$5,000 or more, the City shall provide timely notice and information to the Advocate for Minority, Women, and Emerging Small Business regarding bid or proposal solicitations and contract awards. The Advocate should be notified by sending a fax or emailing the Office of Economic and Business Equity.

~~2.—Small procurements (OAR 137-047-0265 and ORS 279B.065)~~

- ~~A.—~~ The City may award a public contract for goods or services that does not exceed a contract price of \$25,000 in any manner the City deems practical or convenient, including by direct selection award.
- ~~B.—~~ A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than one hundred twenty-five percent (125%) of the original contract price.
- ~~C.—~~ ~~A. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.~~
- ~~D.—~~ If purchase is over \$10,000, the Minority, Women, and Emerging Small Business advocate must be notified. Posting to ORPIN meets the basic notification requirement for MWESBs.

~~3.—Intermediate procurements (OAR 137-047-0270 and ORS 279B.070)~~

- ~~A.—~~ The City may award a public contract for goods and services that exceeds a contract price of \$25,000, but does not exceed a contract price of \$250,000 as provided in subsection (4) pursuant to ORS 279B.070.
- ~~B.—~~ A contract awarded under this section may be amended in accordance with OAR 137-047-0800, but the cumulative amendments may not increase the total contract price to greater than two hundred twenty-five percent (125%) of the original contract price or \$250,000, whichever is greater.
- ~~C.—~~ ~~A. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.~~
- ~~D.—~~ ~~When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals.~~
- ~~E.—~~ ~~If the City awards a public contract, the City shall award the public contract to the offeror whose quote or proposal will best serve the interests of the City, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.~~
- ~~F.—~~ If purchase is over \$10,000, the Minority, Women, and Emerging Small Business advocate must be notified. Posting to ORPIN meets the basic notification requirement for MWESBs.

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4. Sole source procurements (OAR 137-047-0275 and ORS 279B.075)

- A. The City may award a contract for goods or services without competition when the City Council, City Administrator, Director, or Manager with the City, determines in writing, that the goods or services, or class of goods or services, are available from only one source.
- B. The determination of a sole source must be based on written findings that may include:
 - ~~a-i.~~ That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - ~~b-ii.~~ That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - ~~c-iii.~~ That the goods or services are for use in a pilot or an experimental project; or
 - ~~d-iv.~~ Other findings that support the conclusion that the goods or services are available from only one source.
- C. To the extent reasonably practical, the City shall negotiate with the sole source to obtain contract terms advantageous to the ~~contracting agency~~City.

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5. Emergency procurements (OAR 137-047-0280 and ORS 279B.080)

- A. The City ~~Administrator~~, or designee, may make or authorize others to make emergency procurements of goods or services in an emergency. The City ~~Administrator~~ shall document the nature of the emergency and describe the method used for the selection of the particular contractor.
- B. For an emergency procurement of construction services that are not public improvements, the City ~~Administrator~~ shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances. In conducting the procurement, the City ~~Administrator~~ shall set a solicitation time period that the City ~~Administrator~~ determines to be reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without competition in cases of extreme necessity.

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6. Special procurements (OAR 137-047-0285 and ORS 279B.085)

- A. Except as provided in subsection (3) of this section, to seek approval of a special procurement, the City shall submit a written request to the local contract review board that describes the contracting procedure, the goods or services or the class of goods or services that are the subject of the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection (4) of this section.
- B. The City Administrator or the local contract review board may approve a special procurement if the City Administrator or board finds that a written request submitted demonstrates that the use of a special procurement as described in the request, or an alternative procedure prescribed:
 - ~~a-i.~~ Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and
 - ~~b-ii.~~ Is reasonably expected to result in substantial cost savings to the ~~contracting agency~~City or to the public; or
 - ~~c-iii.~~ Otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted there under.
- C. Public notice of the approval of a special procurement must be given in the same manner as provided in ORS 279B.055 (4).
- D. If the City intends to award a contract through a special procurement that calls for competition among prospective contractors, the City shall award the contract to the offeror

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the City determines to be the most advantageous.

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- E. When the City Administrator or local contract review board approves a class special procurement under this section, the City may award contracts to acquire goods or services within the class of goods or services in accordance with the terms of the approval without making a subsequent request for a special procurement.

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SECTION VIII.

PERSONAL/PROFESSIONAL SERVICES CONTRACTS

(For architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related services contracts, see section X)

1. Personal/Professional services contracts (OAR 137-047-0560 and ORS 279A.055)

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- A. Except as otherwise provided in these rules, this Section VI, personal services contracts may be awarded in the same manner as contracts for services under ORS 279B.050, ORS 279B.060, and ORS 279B.085 Section V above.

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a. Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

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b. Contracts for personal services for which the estimate contract price does not exceed \$100,000 may be awarded using an informal solicitation for proposals. When informal solicitation is used under this subsection for personal services, the following shall be considered, but not be limited to, the person's (or persons'):

- i. Professional expertise;
- ii. Experience related to the particular type of work for that contract;
- iii. Experience in working with public entities;
- iv. History of completing such tasks in a timely manner;
- v. Ability to work with the employees and groups involved in the project; and
- vi. Price of services.

c. Three to five informally solicited competitive price quotes or competitive proposals are required.

d. Contracts for personal services for which the estimated contract price does not exceed \$100,000 may be awarded by direct appointment without competition from the City's current list of qualified consultants, another public contracting agency's current list of consultants pursuant to an interagency or intergovernmental agreement entered into in accordance with ORS Chapter 190, or from consultants offering the necessary services that the City reasonably can locate.

- e. B. Personal Service Contracts of not more than \$100,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Purchasing Manager determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

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- C. The City Administrator may award the following categories of professional services in any manner that he or she deems practical or convenient, including via direct award:

- i. Attorneys, including public defense attorneys, city prosecutors, and city attorneys.
- ii. Hearings officers.
- iii. Mediators, arbitrators, or other dispute resolution service providers.
- iv. Auditors.
- v. Software as a service providers.

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- vi. Wastewater treatment plant sludge removal and hauling services.
- vii. Ordinary repair and maintenance services that do not involve construction, reconstruction, or major renovation, and require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills. (As an example, ordinary repairs and maintenance of the City's wastewater treatment plant, that are not major, large-scale repairs and that are contemplated in the plant's operations manual, would qualify for this category, because ordinary maintenance of the City's wastewater treatment plant requires specialized knowledge and expertise. In contrast, unanticipated repairs to the wastewater treatment plant, or major renovations to the plant replacing major components of the system, would not qualify for this category because they are either out of the ordinary repairs or major renovations. In addition, ordinary sidewalk maintenance such as power washing would not qualify, because it would not require specialized expertise.)
- viii. Owner's representative services, where the owner's representative is in no way serving the applicable project in its capacity as an engineer, and where the owner's representative has been pre-qualified by the City via a request for qualifications process.
- ix. Natural resource specialists that may assist the City in assessing habitat, floodplain and wetlands within City limits.
- x. Economic specialists that may assist with rate studies and system development charge updates.
- xi. Emergency operations training providers.
- xii. Cultural and historic resource specialists.
- xiii. Acoustical specialists to assist the City with noise assessments, noise mitigation, or code amendments.

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SECTION VII.

SECTION VIII.

PUBLIC WORKS CONTRACTS

1. Contracts for construction other than public improvements (~~OAR 137-049-0140~~ORS 279C.320)

- A. Contracting agencies shall enter into contracts for emergency work, minor alteration, ordinary repair or maintenance of public improvements, as well as any other construction contract that is not defined as a public improvement under ORS 279A.010 (Definitions for Public Contracting Code), in accordance with the provisions of ORS chapter 279B.

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- B. Pursuant to ORS 279C.320, public contracts for construction services that are not public improvement contracts may be procured and amended as general trade services under the provisions of ORS 279B rather than under the provisions of ORS Chapter 279C. Emergency contracts for construction services are not public improvement contracts and are regulated under ORS 279B.080 or number 4 in this section.

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2. Public Works Contracts.

- A. "Public Works" is defined by state law (ORS 297C.800). If a project is a public works project, it will be subject to prevailing wage. This definition is legally complicated and highly fact specific. If your project is over \$50,000 in value and may be a public works project, please contact the City Administrator or City Attorney for more direction and guidance.

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SECTION VIII.

SECTION IX.

CONSTRUCTION/PUBLIC IMPROVEMENT CONTRACTS

(For Architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related services contracts, see section X)

1. ~~Public improvement contracts intermediate Small procurements (OAR 137-049-0160)~~ ORS 279C.335(1)

- A. ~~Public~~The City may award a public improvement contracts estimated by contract that does not exceed \$25,000 in any manner the City not to exceed \$100,000 may be deems practical or convenient, including by direct selection award.
- B. A contract awarded under this section may be amended in accordance with intermediate level OAR 137-049-0910, but the cumulative amendments may not increase the total contract price above \$31,250.
- C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279C.412 and .414)

- A. The City may award a public improvement contract that exceeds \$25,000, but does not exceed \$100,000, in accordance with intermediate procurement procedures ~~for set forth in this Section~~. When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes established by this rule or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City makes to obtain the quotes or proposals.
- B. See OAR 137-049-0160 for complete listing of requirements.

- B. ~~Public~~ A contract awarded under this section may be amended in accordance with OAR 137-049-0910, but the cumulative amendments may not increase the total contract price to greater than \$125,000.

- C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large procurement (ORS 279C.400)

- A. When a public improvement contracts — Alternative contract cost exceeds \$100,000, or the contract otherwise contains an indefinite term or value, the City will follow the formal procurement process outlined in ORS 279C.400.

4. Emergency procurement (ORS 279C.320)

- A. The City Administrator, or designee, may make or authorize others to make emergency procurements of public improvements in an emergency in accordance with Section VII.1.

2-5. Special procurements and alternative contracting methods (OAR 137-049-0600 to OAR 137-049-0690) ORS 279C.335(2))

- A. Under ORS 279C.335, the City may use alternative contracting methods for public improvement contracts. These include, but are not limited to the following forms of contracting: design- build, energy savings performance contract and the construction manager/general contractor method. To the extent any such alternative contracting methods are utilized within the competitive bidding process set forth in ORS 279.335, these OAR 137-049-0600 to OAR 137-049-0690 rules are advisory only and may be used or referred to by the City.

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SECTION IX.

3. Public improvement contracts – Formal procurement process (OAR 137-049-0200)

When a public improvement project cost is estimated to exceed \$100,000, the City will follow the formal procurement process outlined in OAR 137-049-0200 through OAR 137-049-0490.

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SECTION X.

ARCHITECTURAL, ENGINEERING, PHOTOGRAMMETRIC MAPPING, TRANSPORTATION PLANNING, LAND SURVEYING ("CONSTRUCTION-RELATED PERSONAL SERVICE CONTRACTS") AND RELATED SERVICES CONTRACTS

When selecting the most qualified consultant to perform architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, the City shall follow the applicable selection procedure under either OAR 137-048-0200 (Direct Appointment Procedure), 137-048-0210 (Informal Selection Procedure) or 137-048-0220 (Formal Selection Procedure).

1. The City shall select consultants to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying Small procurements (ORS 279C.110(10))

- A. The City may award a construction-related personal service contract that is not estimated to exceed \$100,000 in any manner the City deems practical or convenient, including by direct selection award.
- B. A contract awarded under this section may be amended in accordance with OAR 137-048-0320, but the cumulative amendments may not increase the total contract price above \$125,000.
- C. The City may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

2. Intermediate procurements (ORS 279C.110(2))

- A. The City may award a construction-related personal service contract that is estimated to exceed \$100,000, but not exceed \$250,000, in accordance with intermediate procurement procedures set forth in this Section. When conducting an intermediate procurement, the City shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The City shall keep a written record of the sources of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the City shall make a written record of the effort the City

makes to obtain the quotes or proposals.

B. A contract awarded under this section may be amended in accordance with OAR 137-048-0320, but the cumulative amendments may not increase the total contract price to greater than \$312,500.

C. The City may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

3. Large procurements (ORS 279C.110)

~~1.~~A. Where the estimated contract value is above \$250,000, or the contract otherwise contains an indefinite term or value, the City shall select construction-related personal services on the basis of the consultant's qualifications for the type of professional service required. The in accordance with ORS 279C.110 and subsection (B). Unless the City follows the process set forth in subsection (C) below, the City may solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the ~~contracting agency~~City has selected a candidate pursuant to subsection ~~(2C)~~ of this section.

~~2.~~ Subject to the requirements of subsection (1) of this section, the procedures that the City creates to screen and select consultants and to select a candidate under this section are at the City's sole discretion. The City may adjust the procedures to accommodate the City's scope, schedule or

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~~objectives for a particular project if the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for the project does not exceed \$250,000.~~

~~3. Notwithstanding the provisions of subsection (1) of this section the City may directly appoint a consultant if the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for the project does not exceed \$100,000.~~

~~4. Notwithstanding the provisions of subsections (1) and (3) of this section, the City may directly appoint a consultant for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services in an emergency.~~

~~The City's screening and selection procedures under this section, regardless of the estimated cost of the architectural, engineering, photogrammetric mapping, transportation planning or land surveying services for a project,~~

~~5.B. The City's qualifications-based selection procedure may include considering each candidate's:~~

- ~~A.i. Specialized experience, capabilities and technical competence, which the candidate may demonstrate with the candidate's proposed approach and methodology to meet the project requirements;~~
- ~~B.ii. Resources committed to perform the work and the proportion of the time that the candidate's staff would spend on the project, including time for specialized services, within the applicable time limits;~~
- ~~C.iii. Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration;~~
- ~~D.iv. Ownership status and employment practices regarding minority, women and emerging small businesses or historically underutilized businesses;~~
- ~~E.v. Availability to the project locale;~~
- ~~F.vi. Familiarity with the project locale; and~~
- ~~G.vii. Proposed project management techniques.~~

~~C. Notwithstanding the provisions of subsection (A) of this section, the City may request pricing policies or pricing proposals from prospective consultants, including an estimate of the number of hours that will be needed to perform the work described in the solicitation, and a schedule of hourly rates, if the City:~~

- ~~i. States in the following in its solicitation document:~~
 - ~~a. That the City will screen and select prospective consultants as provided in ORS 279C.110(5);~~
 - ~~b. How the City will rank proposals from prospective consultants, with a specific focus on:~~
 - ~~• Which factors the City will consider in evaluating proposals, including pricing policies, proposals or other pricing information, if the City will use pricing policies, proposals or other pricing information in the evaluation; and~~
 - ~~• The relative weight the City will give each factor, disclosing at a minimum the number of available points for each factor,~~

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- the percentage each factor comprises in the total evaluation score and any other weighting criteria the City intends to use;
- c. An estimate of the cost of professional services the City requires for the procurement; and
 - d. A scope of work that is sufficiently detailed to enable a prospective consultant to prepare a responsive proposal.
- ii. Evaluates each prospective consultant on the basis of the prospective consultant's qualifications to perform the professional services the City requires for the procurement.
- iii. Announces the evaluation scores and rank for each prospective consultant after completing the evaluation described in paragraph ii. of this subsection. The City may determine that as many as three of the top-ranked prospective consultants are qualified to perform the professional services the City requires for the procurement and may request a pricing proposal for the scope of work stated in paragraph i.d of this subsection from each of the top-ranked consultants. The pricing proposal must consist of:
- a. A schedule of hourly rates that the prospective consultant will charge for the work of each individual or each labor classification that will perform the professional services the City requires for the procurement, in the form of an offer that is irrevocable for not less than 90 days after the date of the proposal; and
 - b. A reasonable estimate of hours that the prospective consultant will require to perform the professional services the City requires for the procurement.
- iv. Permits a prospective consultant identified as qualified under paragraph c. of this subsection to withdraw from consideration for the procurement if the prospective consultant does not wish to provide a price proposal.
- v. Completes the evaluation and selects a consultant from among the top-ranked prospective consultants that have not withdrawn as provided under paragraph d. of this subsection, giving not more than 15 percent of the weight in the evaluation to each prospective consultant's price proposal.

~~6.D.~~ If the screening and selection procedures the City creates under subsection (2) of this section result in the City's determination the City determines that two or more candidates are equally qualified, the City may select a candidate through any process the City adopts that is not based on the candidate's pricing policies, proposals or other pricing information.

~~7.E.~~ The City and the selected candidate shall mutually discuss and refine the scope of services for the project and shall negotiate conditions, including but not limited to compensation level and performance schedule, based on the scope of services. The compensation level paid must be reasonable and fair to the City as determined solely by the City. Authority to negotiate a contract under this section does not supersede any provision of ORS 279A.140

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or 279C.520.

8.F. If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates the consultant contracting process.

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RELATED SERVICES

4. Emergency procurement (ORS 279C.110(11))

A. The City may directly appoint a consultant for construction-related personal services in an emergency.

5. Project continuation (ORS 279C.115)

A. The City may enter a contract for construction-related personal services directly with a consultant if the project described in the contract consists of work that has been substantially described, planned, or otherwise previously studied or rendered in an earlier contract with the consultant, the previous contract was awarded pursuant to these contracting rules, and the new contract is a continuation of the project.

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6. Related Services (ORS 279C.100(8))

A. "Related services" means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services. When the City selects a consultant to perform related services, it shall follow one of the following selection procedures: the procurement process set forth in Section VI.

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SECTION X.

1. When selecting a consultant on the basis of qualifications alone, the City shall follow the applicable selection procedure under OAR 137-048-0200 (Direct Appointment Procedure), 137-048-0210 (Informal Selection Procedure), or 137-048-0220 (Formal Selection Procedure);

2. When selecting a consultant on the basis of price competition alone, the City shall follow the applicable provisions under OAR 137-048-0200 (Direct Appointment Procedure), the applicable provisions of 137-048-0210 (Informal Selection Procedure) pertaining to obtaining and evaluating price proposals and other pricing information, or the applicable provisions of 137-048-0220 (Formal Selection Procedure) pertaining to obtaining and evaluating price proposals

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and other pricing information; and

3. ~~When selecting a consultant on the basis of price and qualifications, the City shall follow the applicable provisions under OAR 137-048-0200 (Direct Appointment Procedure), the applicable provisions of 137-048-0210 (Informal Selection Procedure) pertaining to obtaining and evaluating price and qualifications proposals, or the applicable provisions of 137-048-0220 (Formal Selection Procedure) pertaining to obtaining and evaluating price and qualifications proposals. For selections under the informal selection procedure of OAR 137-048-0210, the City may use abbreviated requests for proposals that nevertheless meet the requirements of 137-048-0210, when the City determines, in its sole discretion, that the characteristics of the project and the related services required by the City would be adequately addressed by a more abbreviated request for proposals document, generally comparable to the intermediate procurement procedures and related documentation under ORS 279B.070 and OAR 137-047-0270. If the City is subject to this section (2) may request and consider a proposer's pricing policies and pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead, submitted with a proposal.~~

~~The City is not required to follow the procedures listed in either section (1) of architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or section (1) of related services, when the City has established price agreements with more than one consultant and is selecting a single consultant to perform architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services under an individual work order or task order. Provided, however, the criteria and procedures the City uses to select a single consultant, when the City has established price agreements with more than one consultant, must meet the requirements of OAR 137-048-0270 (price agreements).~~

Direct Appointment Procedure (137-048-0200)

The City may enter into a contract directly with a consultant for architectural, engineering, photogrammetric mapping, transportation planning, land surveying or related services without the following selection procedures set forth above in these rules when one of the conditions from OAR 137-048-0200 is met.

Informal Selection Procedure (137-048-0210)

The City may use the informal selection process to obtain a contract with a consultant for architectural, engineering, photogrammetric mapping, transportation planning, land surveying or related services without the following selection procedures set forth above in these rules when one of the conditions from OAR 137-048-0210 is met.

Formal Selection Procedure (137-024-0220)

Subject to OAR 137-048-0130 (applicable selection procedures; pricing information; disclosure of proposals), the City shall use the formal selection procedure described in this rule to select a consultant if the consultant cannot be selected under either 137-048-0200 (direct appointment procedure) or under 137-048-0210 (informal selection procedure). The formal selection procedure described in this rule may otherwise be used at the City's discretion.

If the City uses the formal selection procedure, it shall obtain contracts through public advertisement of requests for proposals, or requests for qualifications followed by requests for proposals.

SECTION XI

PROCUREMENTS USING FEDERAL OR STATE FUNDS

When the City procures ~~either goods or services, services, personal services, construction-related personal services, or public improvements~~ using federal or state money the following rules must be followed:

1. Review Vendor for Suspension and Debarment

~~Non federal entities are subject to the non procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.~~

~~Prior to hiring or contracting with a vendor the vendor must be run through the suspended and debarred database at www.sam.gov. If a vendor is suspended or debarred the City may not under any circumstances contract with this vendor~~

2. Purchase Method

~~The amount of the purchase and what the purchase is for will determine the correct purchasing process to follow. Below are the five purchasing processes to use when procuring goods or services using Federal money.~~

~~A. **Micro Purchases** — the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro purchase threshold of \$3,500. Micro purchases may be awarded without soliciting competitive quotes if the City considers the price to be reasonable.~~

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~~B. **Small Purchases**—the acquisition of services, supplies, or other property that fall within the Simplified Acquisition Threshold of \$3,500 —\$250,000. Small purchases require price or rate quotes to be obtained from an adequate number of qualified sources.~~

~~C. **Sealed Bid Purchases**—bids are publicly solicited, and a fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms to all the material terms and conditions of the invitation for bid and is the lowest in price. The sealed bid method is the preferred method for procuring construction if the following conditions apply.~~

- ~~a. A complete, adequate, and realistic specification or purchase description is available;~~
- ~~b. Two or more responsible bidders are willing and able to compete effectively for the business; and~~
- ~~c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.~~

~~If sealed bids are used, the following requirements apply:~~

- ~~a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised;~~
- ~~b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;~~
- ~~c. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;~~
- ~~d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and~~
- ~~e. Any or all bids may be rejected if there is a sound documented reason.~~

~~D. **Competitive Proposal Purchases**—the technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not, staff shall consult with the City Administrator, City Attorney, and appropriate for the use of sealed bids. If this method is used, the following requirements apply: agency representative to understand the applicable state or federal procurement process before commencing a procurement. Staff should be aware that some or all of the provisions of this policy may be superseded by state or federal requirements.~~

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SECTION XI.

AUTHORITY TO ELECTRONICALLY ADVERTISE PUBLIC CONTRACTS

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A. Pursuant to ORS 279C.260 and ORS 279B.055, electronic advertisement of public contracts for goods, services, personal services, construction-related personal services, and public improvements in lieu of newspaper publication is authorized when it is cost effective to do so. As described in OAR 137-046-0110(16), this is an information system accessible through the internet that allows the City to post electronic advertisements and receive electronic offers for goods, services, personal services, construction-related personal services, and public improvements. The City Manager shall have the

Authority to Advertise and Procurement Administrative Policy

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authority to determine when electronic publication is appropriate, and consistent with the City's contracting policies.

B. Notwithstanding Section A, an advertisement for a public improvement contract with an estimated cost over \$125,000 must be published at least once in a trade newspaper of general statewide circulation, such as the Daily Journal of Commerce.

- a. ~~SECTION XII Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;~~
- b. ~~Proposals must be solicited from an adequate number of qualified sources;~~
- c. ~~The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;~~
- d. ~~Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and~~
- e. ~~The City may use competitive proposal procedures for qualifications based procurement of architectural/engineering (A/E) professional services whereby~~

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~~competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.~~

**Noncompetitive Proposal Purchases—procurement through
NOTICE OF INTENT TO AWARD CERTAIN CONTRACTS**

A. At least seven days before the award of a public contract solicited under a formal invitation to bid or request for proposals, the City will post or provide to each bidder or proposer notice of the City's intent to award a contract.

B. If stated in the solicitation document, the City may post this notice electronically or through non-electronic means and require the bidder or proposer to determine the status of a proposal from only one source the City's intent.

C. As an alternative, the City may be used only when one or more provide written notice to each bidder or proposer of the following circumstances City's intent to award a contract. This written notice may be provided electronically or through non-electronic means.

D. The City may give less than seven days' notice of its intent to award a contract if the City determines in writing that seven days is impracticable.

E. This section does not apply:

a. The item is available only from a single source;

E. The to public exigency contracts awarded under pursuant to an exemption process or an emergency for the requirement will not permit a delay resulting from competitive.

F. A protest of the City's intent to award a contract may only be filed in accordance with OAR 137-047-0740, OAR 137-048-0240, or OAR 137-049-0450, as applicable.

**SECTION XIII
SURPLUS PROPERTY**

A. The City Administrator may authorize the sale, donation, transfer to another government agency, auction, liquidation or fixed price sale, trade-in, or destruction of surplus property. Surplus property may be sold through the informal solicitation of bids or through an auction, including an online auction. The City Administrator has the discretion to advertise the sale of surplus property in a newspaper of city-wide circulation or online.

e. The Federal awarding agency or pass through entity expressly authorizes noncompetitive proposals in response to a written request from the City; or

d. After solicitation of a number of sources, competition is determined inadequate.

B. Employees of the City may purchase surplus property, so long as at least three individuals or entities have bid on the property and the employee's bid is the highest bid.

**SECTION XIV
DEFINITIONS**

City Councils and Procurement Administrative Policy

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Award means the selection of a person to provide goods, services, personal services, construction-related personal services, or public improvements under a public contract. The award of a contract is not binding on the City until the contract is executed by a City representative with the authority to execute a contract and delivered by the City.

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Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Board or Local Contract Review Board means the Canby City Council.

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City Administrator means the City Administrator for the City of Canby, or the City Administrator's designee.

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Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the City, and under which the concessionaire makes payments to the City based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the Canby City Council.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by the City Council under ORS 279B.130 or ORS 279C.440 or by the state or the Federal Government that prohibits a potential contractor from competing for the City's public contracts for a prescribed period of time.

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Disposal means any arrangement for the transfer of property by the City under which the City relinquishes ownership.

Emergency means circumstances that could not have been reasonably foreseen; create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

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Energy savings performance contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

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Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses related to the goods.

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~~Informal solicitation means a solicitation made in accordance with the City's Public Contracting Rules to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain at least three written quotes or proposals.~~

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~~Intermediate procurement means a procurement of goods or services exceeding \$25,000 but not exceeding \$250,000.~~

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Invitation to bid means a publicly advertised request for competitive sealed bids.

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Model rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Non-professional services contract means a contract with an independent contractor predominantly for services that do not require special training. Such services include, but are not limited to, the services of janitorial, landscaping, and small equipment rental, and computer programming. The Purchasing Manager shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of non-professional services. *For Personal/Professional Services Contract, please see below.*

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Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the City.

Oregon Public Contracting Code means ORS Chapters 279A, 279B and 279C.

Person means a natural person or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services, personal services, construction-related personal services, or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A proposal may be made in response to a request for proposals or under an informal solicitation.

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Personal/professional services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of attorneys, auditors and other licensed professionals, artists,

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Contracts and Procurement Administrative Policy

~~designers,~~ computer programmers, performers, consultants and property managers. The Purchasing

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Manager shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services. *For Non-Professional Services Contract, please see above.*

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Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the City. **Public improvement** does not include:

- a. Projects for which no funds of the City are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or
- b. Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Purchasing manager means the City Administrator or the City Administrator's designee.

Qualified pool means a pool of vendors who are prequalified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Related services means personal services, other than architectural, engineering, photogrammetric mapping, transportation planning or land surveying services, that are related to planning, designing, engineering or overseeing public improvement projects or components of public improvement projects, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, hazardous substances or hazardous waste or toxic substances testing services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representation services or land-use planning services.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the City with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the City requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation, the City employee charged with responsibility for conducting the solicitation and making an award or making a recommendation on award to the City Council.

Solicitation documents means all informational materials issued by the City for a solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria,

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contract terms and specifications, and all laws, regulations and documents incorporated by reference.

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Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

- a. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;
- b. A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- c. A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- d. Qualified legally to contract with the City;
- e. Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and
- f. Not been debarred by the City, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by the City ~~which such as office furniture, computers, equipment, vehicles, excluding real property, that the City Administrator determines is surplus and no longer needed for use by the department useful to which such property has been assigned~~ the City. Real property is subject to a different procedure under state law.

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CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Emily Guimont, City Attorney
Agenda: Intergovernmental Agreement with Clackamas County for Homeless Services Funding

Summary

This proposed intergovernmental agreement (IGA) between the City and Clackamas County is before Council for approval. Under this IGA, the City will receive funds, up to \$298,707.00 and on a reimbursement basis, from the County to provide services, through the library, the police department, and the behavioral health specialist position, to low- and extremely-low income households experiencing housing instability or homelessness. These services are described in Exhibit A to the IGA.

Under this IGA, the City will also receive grant funds, up to \$218,000.00, to pass through, on a reimbursement basis and subject to a separate grant agreement, to a nonprofit entity that is qualified to provide and will provide additional services to low- and extremely-low income households experiencing housing instability or homelessness. Those services are described in Exhibit B to the IGA.

Background

In 2023, Clackamas County released a Notice of Funding Opportunity for city-led homelessness initiatives. The purpose of the County's funding opportunity was to "spur creativity and innovation at the city level, empowering local leaders to supplement the often highly effective but under resourced local efforts to meet the needs of very low-income households." The County made this funding opportunity available to cities and to community-based organizations within the County.

The City and the Canby Center both submitted proposals for services in response to the County's Notice of Funding. The Canby Center is a non-profit community-based organization that provides services to youth and families in Canby.

On April 3, 2024, the Clackamas County Board of Commissioners approved funding for certain of the City's and the Canby Center's proposals. The City received \$298,707.00 and the Canby Center received \$218,000.00. These funds would be distributed to the City and the Canby Center on a reimbursement basis and for the approved services in the City's and the Canby Center's proposals.

In October of 2024, the County and the City began negotiating an IGA to establish the conditions under which the City would perform the approved services and the County would review requests for reimbursement and disburse funds for approved requests. Funding for the Canby Center's

service proposals were included in the IGA though the Canby Center could not, as a non-governmental entity, be a party to the IGA. The County, due to its internal process, declined to contract directly with the Canby Center.

As a result, under early drafts of the IGA, the City would have acted as the middleman between the County and the Canby Center: Making reimbursement requests to the County on behalf of the Canby Center, receiving reimbursement funding from the County, and then passing reimbursement funding to the Canby Center. This “middleman” role left the City open to significant risk. Under early drafts of the IGA, the City held all liability to the County for Canby Center’s actions related to the County’s funding approval. For example, if the Canby Center had misused funding, then Canby would be in breach of the IGA. Breach could result in the County terminating the IGA, terminating both the City’s and the Canby Center’s funding, and requiring the City to repay the County for the Canby Center’s misused funds. This was an unacceptable level of risk for the City.

However, based on communications with the County, it seemed that the City serving as the middleman worked best for the County. In order to facilitate the Canby Center’s receipt of County funding while not exposing the City to undue risk, the City proposed, and the County agreed, to restructure the IGA so that:

- (1) The City would receive County funds for the services it would, itself, provide, subject to the terms of the IGA; and
- (2) Also receive the County funds that the County approved for the Canby Center as grant funds to pass through to a grantee, selected by the City and subject to a separate grant agreement, that met specific grant eligibility criteria derived from County’s approval of funding for the Canby Center’s proposal. Based on those criteria, only the Canby Center is eligible for the grant funds.

This structure accomplishes the following:

- By separating the services that the City must provide under the IGA from the services that the grantee must provide, it does not obligate the City to provide the services for which the Canby Center received funding.
- By structuring grantee’s funds as a grant, it allows the City to pass through funds to the Canby Center in a manner that doesn’t require the City to go through a solicitation process under state and local contracting rules.
- By making the pass through of grant funds subject to a grant agreement between the City and the grantee, the City can also pass any risk associated with the grantee’s misuse of grant funds or other violation to the grantee instead of retaining that risk.

If Council approves the IGA, then the next steps are for (1) the County’s Board of Commissioners to also approve the IGA and (2) for the City to award the grant funds to the eligible grantee and enter into a grant agreement for the same. City staff thank County staff for their work to get this IGA finalized.

Attachments

- The IGA between the City and Clackamas County.

Options

1. Authorize the City Administrator to execute the IGA between the City and Clackamas County.

2. Do not authorize the City Administrator to execute the IGA between the City and Clackamas County.
3. Take no action.

Fiscal Impact

De minimis administrative costs associated with sending reimbursement requests to the County on behalf of the Canby Center and then receiving reimbursements from the County and disbursing those reimbursements to the Canby Center.

Recommended Action

Staff recommends that Council authorizes the City Administrator to execute the IGA between the City and Clackamas County.

Recommended Motion:

"I move to authorize the City Administrator to execute the IGA between the City and Clackamas County."

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CITY OF CANBY**

THIS AGREEMENT (this “Agreement”) is entered into and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Canby (“Agency”), a unit of local government, collectively referred to as the “Parties” and each a “Party.”

RECITALS

- A. Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
- B. In working to improve coordination and collaboration, increase geographical distribution of services, and support local leaders in tailoring approaches to addressing housing insecurity and homelessness that best suit their communities, Clackamas County released a Notice of Funding Opportunity for city-led homelessness initiatives.
- C. The funding opportunity is to spur creativity and innovation at the city level, empowering local leaders to supplement the often highly effective but under resourced local efforts to meet the needs of very low-income households.
- D. Proposed city-led initiatives were to have a clearly articulated connection to the needs of low- and extremely-low income households experiencing housing instability or homelessness and support Clackamas County’s recovery-oriented system of care.
- E. Clackamas County received more than \$30 million in requests submitted by eleven cities in dozens of distinct proposals.
- F. Proposals were reviewed for:
 - a. Clear alignment with County goals and priorities for its recovery-oriented homeless services system of care.
 - b. Being additive to the system, consistent with the requirement that Supportive Housing Services investments supplement, not supplant, existing investments.
 - c. Leveraging connection points to broader recovery-oriented system of care.
 - d. Having a duration not longer than three years, recognizing that the Notice of Funding Opportunity was for one-time and limited-term investments.
- G. On April 3, 2024, the Clackamas County Board of Commissioners approved staff funding recommendations for proposals submitted in response to the Notice of Funding Opportunity for city-led homeless services initiatives.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire on June 30, 2027, unless otherwise extended by agreement of the Parties. Agency may seek reimbursement for Eligible Expenses under this Agreement during the period between the July 1, 2024, and June 30, 2027 (“funding period”), subject to the additional terms and conditions set forth in this Agreement.
2. **Scope of Work.**
 - A. Agency agrees to provide the services further described in Exhibit A (the “Program”), attached hereto and incorporated by this reference herein.
 - B. Agency further agrees to receive and grant the Funds described in Exhibit B, on a reimbursement basis, to a non-profit organization (“Grantee”) for the purpose of providing the services described in Exhibit B and in accordance with a grant agreement between Agency and Grantee. The grant agreement shall incorporate all material and applicable terms of this Agreement. Agency shall select the non-profit organization that meets all of the following criteria:
 - i. Tax-exempt under section 501(c)(3) of the Internal Revenue Code.
 - ii. Located within the City of Canby.
 - iii. Mission includes alleviating poverty for youth and families.
 - iv. Provides services to houseless, low-income, and extremely low-income families in and around Canby, including providing free meals and food, clothing and hygiene items, and financial education.
 - v. Demonstrates the resources, skills, and experience required to provide the services described in Exhibit B.
 - C. “Eligible Expenses” are collectively all reasonable expenses incurred by Agency in its performance of the Program, and all reasonable expenses incurred by Grantee in its performance of Exhibit B (as further identified in subsection B above).
3. **Funding.** The maximum amount County may pay Agency directly for the services described in Exhibit A is two hundred and ninety eight thousand seven hundred and seven dollars (\$298,707.00) and the maximum amount County may pay to Agency for Agency to disburse to the Grantee for the services described in Exhibit B is two hundred and eighteen thousand dollars (\$218,000.00), collectively referred to as the “Funds.” Funds will be distributed on a reimbursement basis in accordance with the budgets set forth in Exhibits A and B. Agency shall use the funds awarded under this Agreement solely for reimbursement of Eligible Expenses incurred in performing the services set forth in Exhibit A and in Exhibit B.

Budget line items within categories in Exhibits A and B may be changed with written agreement by both parties. County may approve, in writing, adjustments to budget line-item amounts provided the maximum Funds amount established above is not exceeded.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly requests for reimbursement for Eligible Expenses on a form provided by County. A request for reimbursement must include a description of work performed with particularity, by

whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of the requests for reimbursement submitted by Agency. County will submit a payment request to its central finance for payment not later than thirty (30) days following the County's receipt of Agency's completed and approved reimbursement request. The County will issue the requested reimbursement to the Agency within thirty (30) calendar days following central finance's receipt of the Agency's reimbursement request on undisputed amounts. Agency shall pass-through all payments made to it in connection with the performance of Exhibit B to Grantee. Agency shall not submit requests for reimbursement for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. Agency's failure to provide County information reasonably necessary for County to review a request for reimbursement for an Eligible Expense for compliance with this Agreement may result in the County withholding payment, requiring Agency provide additional information, or treating this Agreement in default and pursuing any and all rights and remedies available to the County at law, in equity, or under this Agreement. Agency's failure to provide County information reasonably necessary for County to review a request for reimbursement for an Eligible Expense under Exhibit B for compliance with this Agreement may result in the County withholding payment or requiring Agency provide additional information.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

5. Representations and Warranties.

- A. *Agency Representations and Warranties*: Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties*: County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. In the event a Party terminates this Agreement under this Section 6, Agency shall immediately return all unspent funds to the County.
- B. Either the County or the Agency may terminate this Agreement in the event of a default of the Agreement by the other, as defined below. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within thirty (30) days of actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the

default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the breaching Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for Agency's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring Agency to return all unspent funds and to repay County for any funds used by Agency in violation of this Agreement.

- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance by County is prohibited.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Default

- A. **Agency's Default.** Agency will be in default under this Agreement upon the occurrence of the following:
 - i. Agency fails to use the Funds for the Eligible Expenses described in Exhibit A;
 - ii. Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by County to measure the Program, the expenditure of the Funds, or the performance by Agency is untrue in any material respect when made;
 - iii. After thirty (30) days' written notice with an opportunity to cure, Agency fails to comply with any term or condition set forth in this Agreement;
 - iv. A petition, proceeding, or case is filed by or against Agency under federal or state bankruptcy, insolvency, receivership, or other law.
- B. **County's Default.** County will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, County fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to non-default termination, including lack of appropriation, shall not constitute a default of County.

8. Remedies

- A. **County's Remedies.** In the event of Agency's default, County may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding Agency additional Funds until compliance is met; (2) reclaiming Funds in the case of omissions or

misrepresentations in financial or programmatic reporting; (3) requiring repayment of any Funds used by Agency in violation of this Agreement; (4) termination of this Agreement; (5) declaring Agency ineligible for receipt of future awards from County; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.

- B. **Agency's Remedies:** In the event County is in default, and whether or not Agency elects to terminate this Agreement, Agency's sole remedy for County's default, subject to the limits of applicable law or in this Agreement, is reimbursement for Eligible Expenses incurred in accordance with this Agreement, less any claims County may have against Agency. In no event will County be liable to Agency for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

9. Indemnification.

- a) **Indemnification and Defense of County.** Each Party agrees to indemnify, hold harmless and defend the other Party, and their officers, elected officials, agents and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon the indemnifying Party's or omissions in performing under this Agreement.

However, neither Party nor any attorney engaged by either Party shall defend the claim in the name of the other Party or any department of the other Party, nor purport to act as legal representative of the other Party or any of its departments, without first receiving from the indemnifying Party's authority to act as legal counsel for the other Party, nor shall the indemnifying Party settle any claim on behalf of the other Party without the approval of the other Party. The other Party may, at its election and expense, assume its own defense and settlement.

10. **Insurance.** The parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law. Both parties agree to name the other as an additional insured under their insurance or self-insurance policies.

11. **Notices; Contacts.** Any notice provided under this Agreement shall be delivered by email or by first class US mail to the individuals identified below. Any communication or notice mailed by first class US mail shall be deemed to be given three days after the date it is sent. Any communication or notice sent by electronic mail is deemed to be received on the date sent, unless the sender receives an automated message or other indication that the email has not been delivered. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice to the other Party.

Vahid Brown or their designee will act as liaison for the County.

Contact Information:

Vahid Brown
HCDD

2051 Kaen Road
Oregon City, OR 97045
VBrown@clackamas.us

Copy to:
County Counsel
2051 Kaen Road, 4th Floor
Oregon City, OR 97045

Eileen Stein or their designee will act as liaison for the Agency.

Contact Information:

City Administrator
City of Canby
PO Box 930
Canby, Oregon 97013

12. Monitoring.

- A. Agency agrees to allow the County and its duly authorized representatives access to Agency's records and other books, documents, papers, plans, records of shipments and payments and writings of Agency that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts to conduct financial and performance audits for the purpose of monitoring Agency's use of the Funds for its Eligible Expenses under Exhibit A in accordance with Generally Accepted Auditing Standards ("GAAS"). Agency also agrees to provide reasonable access to Agency's employees for the purpose of monitoring. Audits may be performed onsite or offsite, at the County's discretion. If any audit or financial review finds that payments to Agency were in excess of the amount to which Agency was entitled, then Agency shall repay that amount to County. Agency agrees to allow County access to conduct site visits and inspections of financial records for the purpose of monitoring. Depending on the outcomes of the financial monitoring processes, this Agreement shall either (a) continue pursuant to the original terms, (b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by County, or (c) be de-obligated and terminated.
- B. Agency, through its separate grant agreement with the Grantee, shall require the Grantee to comply with the County's records access and monitoring requirements in Section 12(A) in regards to the Grantee's use of Funds for its Eligible Expenses under Exhibit B.

13. Reporting. As described in Exhibit A, Data Collection and Reporting sections and Exhibit B, Data Collection and Reporting sections.

14. Financial Management. Agency shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all uses of the Funds for Eligible Expenses in Exhibit A. Agency, through its separate grant agreement with the Grantee, shall require the Grantee to comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use

adequate internal controls, and maintain necessary sources documentation for all uses of the Funds for Eligible Expenses in Exhibit B.

15. **Period of Availability.** Unless otherwise mutually agreed by the Parties, Agency may charge to the award only allowable costs resulting from obligations incurred during the funding period as established in Section 1 of this Agreement.
16. **Closeout.** County will closeout this Agreement when County determines that all applicable administrative actions and all required work have been completed by Agency. Agency must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by County, no later than 90 calendar days after the end date of this Agreement.

17. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- E. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- F. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matters contained within. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- G. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- H. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- I. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the services to be provided as described by Exhibit A, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. Agency, through its grant agreement with the Grantee, shall prohibit the Grantee from entering into any subcontracts for any of the services to be provided as described by Exhibit B, without first obtaining prior written approval from the County and Agency, which shall be granted or denied in the County and Agency's sole discretion.

- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 5, 8, 9, and 17 (A), (C), (D), (E), (F), (H), ((I), (L), (O), and (Q) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- N. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Canby

Chair, Board of County Commissioners Date

Authorized Signature Date

Approved as to Form:

Printed Name

County Counsel Date

Exhibit A

Scope of Work

Agency shall contact County in writing for clarification and/or approval for any contemplated expense related to the programs described below that is not expressly described in this Agreement prior to incurring the expense. Correspondence from Agency seeking clarification or approval should be directed to housingservices@clackamas.us. Upon receipt of the written request for clarification and/or approval, County may either approve or deny the expense as eligible for reimbursement, as determined by County in its sole discretion.

1. Canby Public Library Program

Program Description:

The City of Canby ("Agency") operates a public library program that will, through this Agreement, support workforce development as follows:

- a) Agency will partner with workforce development organizations to expand services to the unemployed and career changers.
- b) Agency will provide materials and resources to support job research.
- c) Agency will provide trained staff to assist library users with online job applications.
- d) Agency will provide assistance with creating and submitting resumes.
- e) Agency will provide programs to support job searching and resume building.
- f) Agency will provide at least one designated computer for job seekers.
- g) Agency will build public awareness campaigns to ensure our patrons take full advantage of these exceptional programs and resources.

The population to be served through this Agreement includes low-income, fixed income, and houseless patrons, in addition to younger populations, Spanish-speaking individuals, and those in transition from unstable housing situations.

Agency will assist library patrons in need of these services, including people in Canby, patrons from across the county who use the library, and people who may be visiting the area temporarily.

All services, resources, and programs will be delivered at/or from the Canby Public Library.

Agency will be responsible for purchasing, setting up, and helping patrons with all hardware and software for job searchers and resume builders, scheduling and planning the annual job fair, and purchasing books for the library collection and giveaways.

Selected library staff and volunteers will also lead resume building and interview prep programs and workshops at the library.

Goodwill Job Connection, Clackamas County Social Services, Clackamas County Sheriff's Office Parole & Probation Outreach Unit, and Clackamas Workforce Partnership will be responsible for coordinating resources/representatives from WorkSource Oregon, Clackamas Community College Career Center, Oregon Department of Human Services, and several companies currently hiring for our annual job fair. Goodwill Job Connection will also provide workshops in English and Spanish on topics including job searching, resume building, cover letter creation, interviewing skills, scholarships, work readiness and career coaching.

Program Goals:

Canby Public Library is a department of Agency and member of the Libraries in Clackamas County (LINCC) consortium. The library serves thousands of Canby residents every year with programs, visiting exhibits, internet and computers, and a large collection of materials for checkout.

Canby is home to large populations of vulnerable and low-income older adults, families, students, Spanish-speakers, houseless and jobless folks, and those who are not technologically savvy. It is the younger populations and those in a state of transition that will be served through this agreement by addressing the widening gap in services and resources around job help and employment services. These folks are struggling to make ends meet, there are weaknesses in current resource delivery systems available, and the hardware and software needed are far too expensive for individuals to afford on their own.

The overall goals of the program and associated outcomes are the following:

GOAL #1: Agency will provide a designated career center space in the library with two computers, one laptop, headphones, related software, free printing (for resumes, CVs, and job applications), and supplies for job seekers and at-risk folks.

- Outcome: Agency's career center computers and laptop will see at least 15 user sessions per month.
- Outcome: Agency will provide free printing and supplies for *all* folks using the career center.
- Outcome: Agency's career center computer software will be used by 50% of the folks who use the career center.

GOAL #2: Agency will provide quality materials and resources to support job searchers and at-risk folks.

- Outcome: Agency will annually give away 50 free books and resources to career center users throughout the year.

GOAL #3: Agency will provide trained staff and volunteers to assist library users and job searchers with resume help, interview prep, and skills building.

- OUTCOME: 8 staff and volunteers will go through training to assist career center participants.

-

GOAL #4: Agency will partner with workforce development organizations to expand services to the unemployed, newly employed, and at-risk folks struggling with job retention to provide programs, workshops, and drop-in help times to assist career center users with resume help, interview prep, and skills building.

- OUTCOME: Agency will provide at least one program or workshop per month and there will be at least 5 participants at each program or workshop.
- OUTCOME: Agency will provide drop-in assistance times at least twice per month and at least one person will participate at each drop-in time.

GOAL #5: Agency will provide an annual job fair for job seekers.

- OUTCOME: The annual job fair will have at least fifteen job hiring vendors and at least 80 job-seeking participants.

GOAL #6: Agency will provide outreach and advertise all related programs, workshops, and our career center space, in English and Spanish, in Canby and surrounding areas and businesses.

- OUTCOME: Agency will make connections with at least 20 Canby-area businesses and institutions annually in order to advertise our career center and programs.
- OUTCOME: Agency will advertise all career center programs in the library and around Canby.

GOAL #7: Agency will promote our collections and other resources and programs so patrons know what we provide.

- OUTCOME: Agency collection of job and career resources will see an increase in checkouts and in-house use from previous years.

GOAL #8: Agency will help career center participants find personal success in keeping them out of homelessness by incorporating them into the workforce.

- OUTCOME: Agency will receive positive feedback about career center resources and services from 75% of users who turn in feedback forms.

Data collection and reporting:

To measure program effectiveness and impact, Agency will track and report, on a quarterly basis, the following metrics:

GOAL #1

- Number of career center computer sessions [LINCC Network will track and send report]
- Number of free career center printing pages [manually tracked by library staff]
- Number of supplies used [manually tracked by library staff]
- Number of career center software accounts created [tracked by software companies and reported back]

GOAL #2

- Number of giveaway books [manually tracked by library staff]

GOAL #3:

- Number of hours staff and volunteers worked on training and career center duties [manually tracked by individual library staff members]

GOAL #4

- Number of programs [manually tracked by library staff]
- Number of program attendees [manually tracked by library staff]
- What services career center participants needed assistance with (i.e., job searching, application assistance, resume help, interview prep, skills building, referrals to other services) [manually tracked by library staff]

GOAL #5

- Number of annual job fair attendees and vendors [to be reported by GoodWill Job Connection and confirmed by library staff]

GOAL #6

- Number of outreach events and places advertised to [manually tracked by library staff]

GOAL #7

- Number of career center collection checkouts [Receive monthly circulation report from LINCC Network]

GOAL #8

- Success of career center resources and services in assisting or better preparing users for finding jobs, preparing for interviews, creating resumes, and keeping them out of homelessness etc. [data tracked by library staff from feedback forms filled out by users in the career center]

Budget:

The Agency's budget for the public library program is \$12,507.00 for the first year and \$10,000.00 for the second year, for a total amount not to exceed \$22,507.00.

2. Canby Police Department Program

Program Description: The City of Canby (Agency) will, through this Agreement, install security lighting and cameras for the parking lot designated for sanctioned camping by people experiencing homelessness per city ordinance. The area can be used for temporary camping between the hours of 10pm and 7am for those in the community experiencing homelessness. Agency will be responsible for maintaining the property and monitoring the area for safety concerns. Improved lighting and the addition of video monitoring will allow for improved officer response capacity and increased safety for those utilizing the camping area.

Program Goal: Through this funding, Agency will increase community safety and the security of unhoused residents utilizing the city's camping area. The outcome will be reduced calls for service to 911 originating from the camping area and its immediate neighbors.

Data Collection and Reporting: Agency will evaluate and report on the efficacy of this program through area checks by patrol officers to observe utilization and analysis of Clackamas County Department of Communication (C-COM) call data, including a look-back timeframe of CCOM data prior to the installation of the security measures, as compared with CCOM data tracked after the installation, to track progress toward the goal. Agency will submit quarterly reports to County documenting the findings of these evaluation activities.

Budget:

The Agency's budget for the Canby Police Department program shall not to exceed \$96,200.00.

Disposition. When equipment acquired under a County contract are no longer needed for the original project or program or for other activities currently or previously supported by the County, Agency must request disposition instructions from the County. Disposition of the equipment will be made in accordance with County instructions.

Use. equipment must be used by the Agency in the program or project for which it was acquired as long as needed and the Agency must not encumber the property without prior approval of the County. When no longer needed for the original program or project, the equipment may be used in other activities supported by the County.

When acquiring replacement equipment, the Agency may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Management requirements. Property records must be maintained that include a description of the property, a serial number or other identification number, who holds title, the acquisition date, and cost of the property, percentage of County participation in the project costs for the County program under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, if applicable.

A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

Adequate maintenance procedures must be developed to keep the property in good condition.

If Agency is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. Behavioral Health Specialist

Agency has entered into an Intergovernmental Agreement (IGA) with The City of Molalla under which Agency provides Behavioral Health Specialist (BHS) services to Molalla. The BHS services and terms under which they are provided are established by the IGA. Through this Agreement, the County shall provide \$180,000 for the provision of the BHS services to Molalla.

Individuals served through this funding will be those in mental health crisis, drug dependency and in many cases, those experiencing homelessness. Molalla will expand

their approach and response to people in mental health crisis, drug dependency and those experiencing homelessness.

| BUDGET | | | | |
|------------------------------|-------------|-------------|-------------|--------------|
| Program | Year 1 | Year 2 | Year 3 | Total |
| Canby Public Library Program | \$12,507.00 | \$10,000.00 | \$0 | \$22,507.00 |
| Behavioral Health Specialist | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$180,000.00 |
| Police Department Program | \$96,200.00 | \$0 | \$0 | \$96,200.00 |
| | | | | \$298,707.00 |

Exhibit B

The Grantee's Program

The Grantee will provide enhanced inreach and engagement programming designed to address the immediate and long-term needs of houseless individuals and households in the Canby community. The Grantee's program will renew dignity and inspire learning for youth and families. The Grantee's program will provide the following key components:

- **Free Hot Lunches:** Daily provision Monday through Thursday of nutritious meals to address immediate hunger needs and foster a welcoming environment.
- **Basic Survival Support:** Distribution of essential hygiene items, blankets, and other survival gear to improve health and well-being.
- **Emergency Food Boxes:** Providing non-perishable food items for individuals and families facing food insecurity.
- **Financial Literacy Workshops**

Population served:

The Grantee will provide services to houseless, low-income, and extremely low-income families in and around Canby, including the 71% of LatinX families and individuals currently being served.

Eligibility requirements:

The Grantee will offer lunches, survival basics, emergency food boxes, and other services free of charge and without obligation to those seeking help. For individuals seeking longer-term assistance, the Grantee will offer the opportunity for membership in the Grantee's long-term support program.

Location/Hours of service:

Services shall be available in accordance with the Grantee's regular hours of operation within the City of Canby.

Roles and responsibilities:

The Grantee's director of programs will be responsible for the oversight and administration of the program. These responsibilities include: Hours of operation, meal plans, staffing, purchasing, and reporting. All of the elements of the programming will have assigned Grantee staff members responsible to execute them. Volunteers will also be used to carry out the serving functions for this program.

The Grantee will collaborate with community partners to accomplish the stated goals for the Employment and Benefit support services. The Grantee will collaborate with Embold Credit Union to provide basic finance education classes and other financial literacy support. The Grantee will have discussions with several community partners including Columbia Distributing, Clarios, and Caruso Produce to explore collaborative offerings to train for job readiness, resume creation, interviewing skills, and skills/aptitude assessments.

Program Goals:

The Grantee will achieve the following goals in the period from July 1, 2024 through June 30, 2026:

- Reduce food insecurity for individuals in Canby through achieving the following outputs:
 - Serve a total of 10,400 hot lunches per year to low-income and extremely low-income individuals and households. This number includes 2,600 lunches served per year to houseless individuals.
 - Provide 120 emergency food boxes per year for individuals experiencing food insecurity
- Meet the survival needs of Canby individuals experiencing houselessness through these outputs:
 - Provide survival support services including clothing, sleeping bags, and personal care items as needed for 275 cases
- Provide a welcoming and effective place for low-income and extremely low-income job seekers to receive training and support toward achieving their employment goals and financial literacy services.
Outputs will include:
 - 240 attendees of a basic finance class each year
 - 120 attendees of other financial literacy offerings including Home Buying readiness, and basic tax preparation
 - 60 services provided for support related to employment each year

Data Collection and Reporting:

To measure program effectiveness and impact, the Grantee will track and report, on a quarterly basis, the following metrics:

- **Number of hot lunches served:** Daily record-keeping of meals provided.
- **Number of hot lunches served to houseless individuals:** Identification and tracking of individuals experiencing houselessness who receive meals.
- **Number of basic survival support items distributed:**

- Inventory tracking and distribution records.
- **Number of emergency food boxes distributed:** Inventory tracking and distribution records.
- **Number of financial literacy classes conducted:** Attendance records and program evaluations.
- **Number of individuals participating in financial literacy classes:** Attendance records and program evaluations.

The Grantee will assess program impact, identify areas for improvement, and demonstrate the effectiveness of the program in addressing the needs of the houseless population in Canby and convey assessment to County.

Budget:

The Grantee's program is \$109,000.00 per year for two years, for a total amount not to exceed \$218,000.00.

| BUDGET | | | | |
|-------------|-----------|-----------|--------|--------------|
| Program | Year 1 | Year 2 | Year 3 | Total |
| The Grantee | \$109,000 | \$109,000 | \$0 | \$218,000.00 |



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider the City Administrator to Sign an Intergovernmental Agreement Between the City of Canby and Clackamas County Related to the Transfer of Jurisdiction Over a Portion of North Pine Street.
Goal: Plan a transportation system that eases the impacts of growth.
Objective: Present an evaluation of County roads in current city limits and UGG; determine cost and impact of integration into the local transportation system.

Summary

This IGA between the County and the City will allow North Pine Street to become a city street. There is one IGA for road transfer within the city limits.

Background

Transferring the rights and duties as road authority for N. Pine Street to the City of Canby will eliminate confusion and improve efficiency of maintenance and public service. Maintenance will then be up to the city to be done to City standards moving into the future.

Discussion

The City will perform all construction and reconstruction; improvements or repairs and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as jurisdictional transfer as outlined in this agreement with the County has been completed.

Attachments

1. IGA between Clackamas County and the City of Canby for road transfers in Canby City Limits.

Fiscal Impact

The City will receive payment of \$513,000, which represents the cost of a 2" asphalt overlay and ADA improvements along that portions being transfer in the City Limits.

Options

Approve IGA
Deny IGA

Recommendation

Staff respectfully recommend that the Council approve this Intergovernmental Agreement (IGA) with Clackamas County to transfer rights and duties as road authority for portions of North Pine Street to the City of Canby.

Proposed Motion

"I move to adopt Authorizing the City Administrator to Sign and Intergovernmental Agreement Between the City of Canby and Clackamas County Related to the Transfer of Jurisdiction Over a Portion of North Pine Street."

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF JURISDICTION OVER A PORTION OF N PINE STREET

This Agreement is made between the City of Canby, a municipal corporation of the State of Oregon (the “City”), and Clackamas County, a political subdivision of the State of Oregon (the “County”), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, ORS chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government or its officers or agencies have the authority to perform;

WHEREAS, the portion of N Pine Street, currently labeled as county road no. 31030, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein (“N Pine Street”), is a County Road as defined under ORS 368.001 that is wholly within the boundary of the City;

WHEREAS, the City is best suited to acquire full and absolute jurisdiction over N Pine Street, including for maintenance and permitting purposes;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer full and absolute jurisdiction over any County Road within a city to the city by surrendering such jurisdiction, provided the city requests or accepts such jurisdiction; and

WHEREAS, the Parties desire to transfer jurisdiction over N Pine Street pursuant to ORS 373.270 and acknowledge that the City should be compensated, consistent with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** This Agreement shall be effective on the last day of signature by a Party indicated below and shall expire automatically at the time the City accepts jurisdiction over N Pine Street pursuant to ORS 373.270 and the County makes payment as provided in this Agreement.
2. **City Responsibilities.**
 - A. The City shall carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the City to acquire full and absolute jurisdiction over N Pine Street, and, if so, to adopt appropriate municipal legislation requesting such jurisdiction. The City shall complete the process to request jurisdiction within 60 days of the effective date of this Agreement.

- B. The City shall accept full and absolute jurisdiction over N Pine Street in the event that the governing body of the City and the governing body of the County determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer such jurisdiction, and if the County adopts an order surrendering such jurisdiction.
- C. The City shall accept maintenance responsibility for all surface water drainage facilities within the right-of-way to be transferred, including underground injection control (UIC) systems. Though additional, previously unknown UIC systems may exist, the County and the City are aware of five (5) systems within the right-of-way to be transferred:
- DM175 31030 PINE ST 0.30
 - DM1388 31030 PINE ST 0.37
 - DM1389 31030 PINE ST 0.43
 - DM1390 31030 PINE ST 0.50
 - DM176 31030 PINE ST 0.73

The County and the City shall work collaboratively to transfer UIC systems from County inventory to City inventory via the Oregon Department of Environmental Quality drywell transfer process.

3. County Responsibilities.

- A. Once the City completes the process to request jurisdiction over N Pine Street, the County shall give notice and carry out the procedures set forth in ORS 373.270 to determine whether it is necessary, expedient, or for the best interests of the County to surrender such jurisdiction, and, if so, to adopt an order surrendering such jurisdiction. The County shall complete the process to surrender jurisdiction within 120 days of the date that the City requests such jurisdiction. This obligation shall terminate in the event the governing body of the City fails to find that it is not necessary, expedient, or for the best interests of the City to acquire such jurisdiction.
- B. In the event the governing body of the City and the governing body of the County both determine that it is necessary, expedient, or for the best interests of their respective jurisdictions to transfer jurisdiction over N Pine Street, the County shall make a one-time payment to the City in the sum of \$513,000, which is equivalent to the costs associated with the construction of a 2-inch asphalt overlay of the entire 212,965 square feet of N Pine Street and the replacement of 25 accessible ramps to comply with modern day Americans with Disabilities Act standards. The payment shall be made to the City within 30 days of the date that the County surrenders such jurisdiction.

4. Termination.

- A. The Parties, by mutual written agreement, may terminate this Agreement at any time.

- B. Either Party may terminate this Agreement in the event of a breach by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not completely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate this Agreement any time thereafter by giving written notice of termination stating the effective date of the termination. If the breach is of such a nature that it cannot be completely cured within such fifteen (15) day period, then the Party giving notice may not terminate this Agreement due to the breach if the breaching Party begins curing the breach within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to completely cure the breach as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar breach in any twelve (12) month period.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless, and defend the City and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless, and defend the County and its officers, elected officials, agents, and employees from and against all costs, losses, damages, claims, or actions, and all expenses incidental to the investigation and defense thereof (including legal and other professional fees), arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or subcontractors, or anyone whom the City has a right to control.

6. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties shall comply in all ways with applicable local, state, and federal ordinances, statutes, laws, and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party

of any one or more of such remedies shall not preclude the exercise by it, at the same or a different time, of any other remedies for the same breach, or for any other breach, by the other Party.

- D. **Access to Records.** Each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the County makes payment as provided in this Agreement. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is subject to the county debt limitation set forth in Article XI, section 10, of the Oregon Constitution, and is contingent upon funds being appropriated to carry out its provisions.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, to the intentions of the Parties.
- G. **Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the transfer of jurisdiction over N Pine Street. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and unless all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision. A waiver as to one breach shall not be deemed a waiver as to any other breach not expressly identified, even though the other breach is of the same nature as the one waived.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **No Partnership.** No representative, agent, employee, or contractor of one Party shall be deemed to be a representative, agent, employee, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party specifically disclaims any such relationship.

- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the Parties.
- K. **No Assignment.** Neither Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors to the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise), all of which, when taken together, shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement, and each individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF CANBY

City Administrator

Date

Recording Secretary

Exhibit "A"

N. Pine Street Transfer of Jurisdiction

Clackamas County to City of Canby

Description

All that portion of N. Pine Street, County Road No. 2580, Department of Transportation and Development maintenance No. 31030;

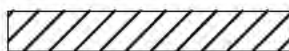
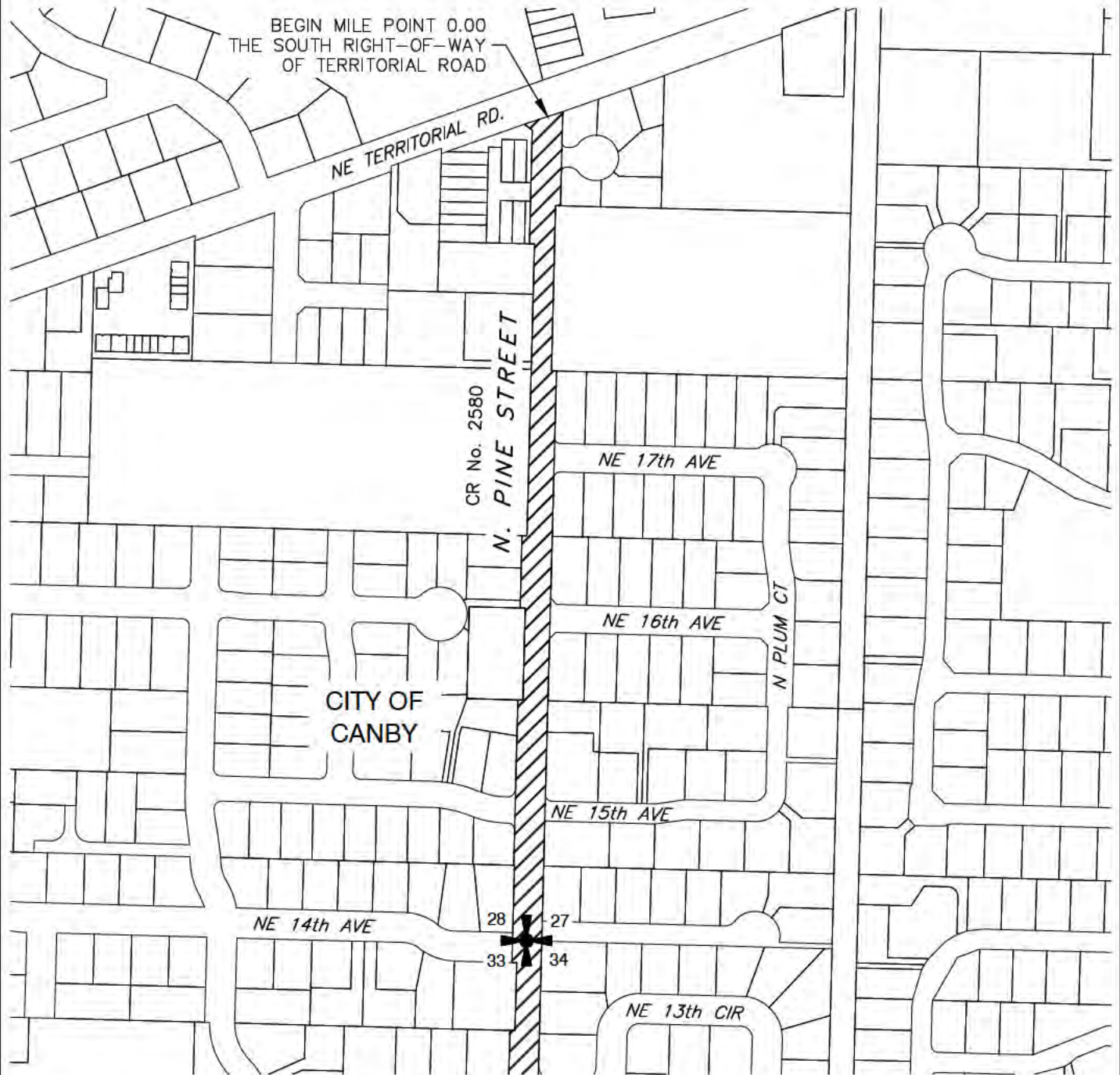
Situated in the SW 1/4 of Section 27, SE 1/4 of Section 28, NE 1/4 of Section 33 and the NW 1/4 of Section 34, T. 3 S., R. 1 E., W.M. as shown on Exhibit "B" , attached hereto, lying south of the Southerly Right-of-Way of NE Territorial Road, County Road No. 1485, (mile point 0.00) and lying north of the Northerly Boundary Line of the Union Pacific Railroad Company, being the northerly boundary line of Tax Lot 31E33CC 08200, Clackamas County records (mile point 0.79), being approximately 4,117 feet long.

Contain 212,965 square feet, more or less.

EXHIBIT "B"



1"=300'



212,965± SF

TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF SECTION 27,
THE SE 1/4 OF SECTION 28,
THE NE 1/4 OF SECTION 33 &
THE NW 1/4 OF SECTION 34,
T. 3 S., R. 1 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



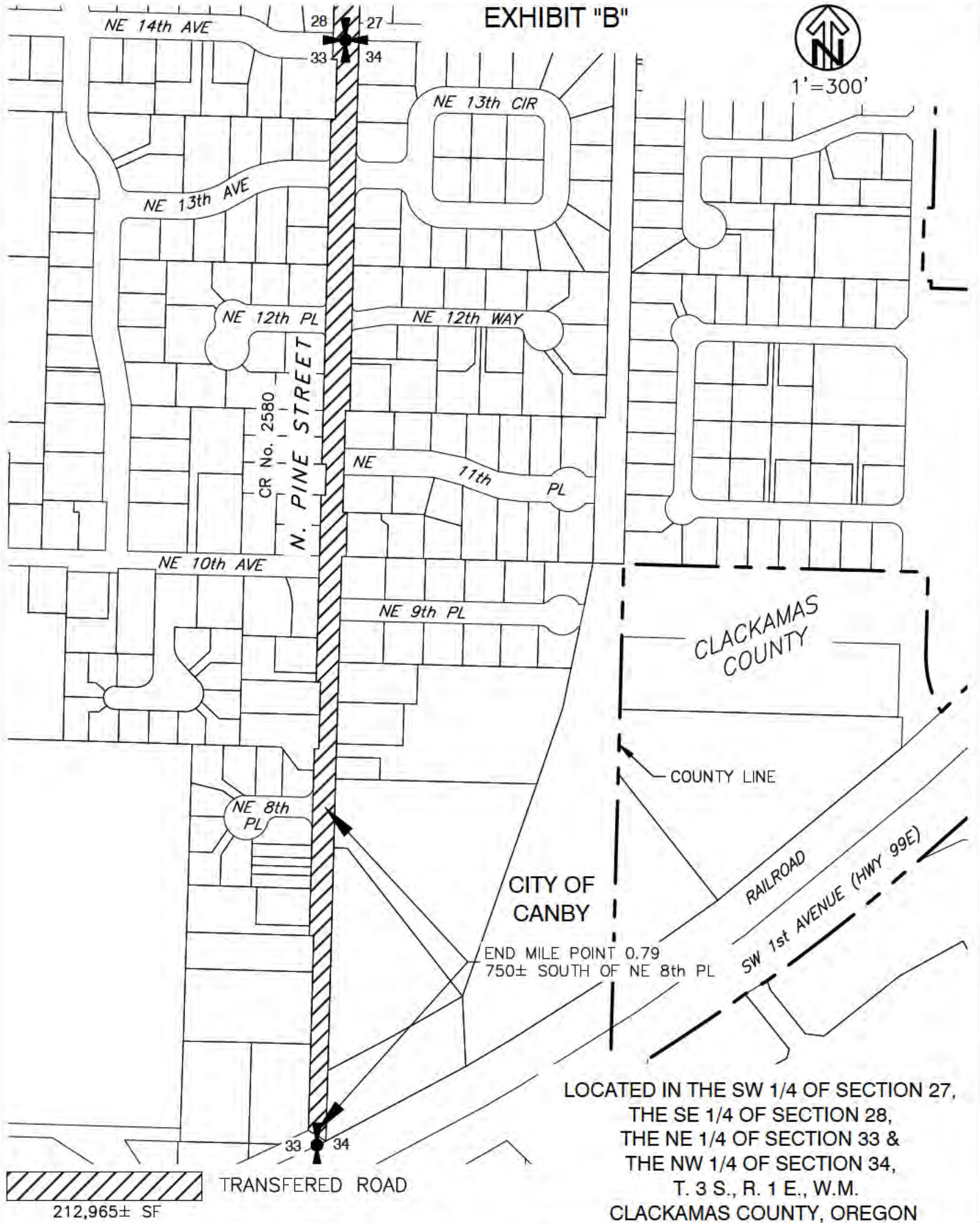
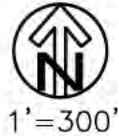
04/28/2022

A. REITER

JURISDICTIONAL TRANSFER
N. PINE ROAD
COUNTY ROAD NO. 2580

SHEET
1 OF 2

EXHIBIT "B"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



04/28/2022

A. REITER

JURISDICTIONAL TRANSFER
N. PINE ROAD
COUNTY ROAD NO. 2580

SHEET
2 OF 2



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider Authorizing the City Administrator to enter into an Intergovernmental Agreement Between Clackamas County and the City of Canby related to storm drainage maintenance on portions of SE 1st Avenue, SE 13th Avenue, and Mulino Road.
Goal: Plan a transportation system that eases the impacts of growth.
Objective: Present an evaluation of County roads in current city limits and UGG; determine cost and impact of integration into the local transportation system.

Summary

This IGA allow us to build county roads to city standards for near future IGAs for the City and Clackamas County. These listed roads will be inside the City limits in the future. Maintenance, construction, and permitting authority will then be up to the city to be done to City standards moving into the future.

Background

The City Council Tasked in Council Goal Setting to identify County Roads in Future Urban Growth Boundary and Determine Cost Impact of Integration into the Local Transportation System.

Discussion

See Agreement for reference.

Attachments

1. IGA between Clackamas County and the City of Canby for storm drainage maintenance.
2. Agreement

Fiscal Impact

The City will save money in the future when taking over these County Roads because they will be built to the City of Canby standards.

Options

Approve IGA
Deny IGA

Recommendation

Staff respectfully recommends that the Council approve this Intergovernmental Agreement (IGA) with Clackamas County.

Proposed Motion

"I move to adopt Authorizing the City Administrator to enter into an Intergovernmental Agreement Between Clackamas County and the City of Canby related to storm drainage maintenance on portions of SE 1st Avenue, SE 13th Avenue, and Mulino Road."

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CANBY AND
CLACKAMAS COUNTY RELATED TO STORM DRAINAGE MAINTENANCE ON
PORTIONS OF SE 1st AVE., SE 13th AVE., AND MULINO RD.**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Canby (“CITY”), a political subdivision of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform, including the authority to perform as the “Road Authority” related to maintenance and permitting responsibilities for roads;

WHEREAS, SE 1st Ave., SE 13th Ave., and Mulino Rd. are all “county road,” as defined in ORS 368.001, lying inside of the boundaries of the City;

WHEREAS, the City has approved development on portions of the above-referenced county roads, generally described in the attached Exhibits A-1, A-2, and A-3, that are attached hereto and incorporated herein (collectively, the “Subject County Roads”);

WHEREAS, a condition of development approval requires property owners adjacent to the Subject County Roads to construct storm drainage systems to City standards that include the following improvements: sediment basins, dry wells, conveyance pipes, dispersion trenches, and catch basins (the “Storm Drainage Systems”);

WHEREAS, the Parties acknowledge that the Storm Drainage Systems are a critical component of the safe and functional operation of the Subject County Roads;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance of the Storm Drainage Systems, the location of which is more particularly depicted on Exhibits B-1, B-2, and B-3 that are attached hereto and incorporated herein, while County retains jurisdiction over the Subject County Roads;

WHEREAS, the Parties acknowledge that this Agreement becomes unnecessary when jurisdiction over the Subject County Roads is transferred from the County to the City; and

WHEREAS, it is the intent of the Parties that the County transfer any and all of its responsibility and potential liability with regards to the Storm Drainage Systems to the City such

that the City has exclusive control and responsibility of the Storm Drainage Systems, consistent with the provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of the County Roads pursuant to ORS 368 or ORS 373.
2. **Transfer of Authority.**
 - A. Responsibility for maintenance of the Storm Drainage Systems (as outlined in Section 3) associated with the County Roads shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The location of the Storm Drainage System subject to this Agreement is more particularly described in Exhibit “A” and more specifically depicted in Exhibit “B”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for the Storm Drainage Systems (as outlined in Section 3) on the County Roads.
 - C. The City shall be solely responsible for all costs associated with the Storm Drainage Systems assumed by the City through this Agreement.
3. **Storm Drainage System Maintenance Obligations.** For purposes of this Agreement, the City’s obligations related to maintenance of the Storm Drainage Systems include, but are not necessarily limited to, the following:
 - A. Construction and reconstruction. The City shall notify Clackamas County’s Transportation Maintenance Division in writing in advance whenever construction or reconstruction of the Storm Drainage Systems are required;
 - B. Improvement or repair, and maintenance. The Storm Drainage Systems shall be maintained in good working order, clear of all debris, in a manner that safely and effectively conveys and treats storm water from the associated right of way in compliance with all applicable federal, state, and local rules, regulations, and guidelines;
 - C. Timely elimination or mitigation of known hazards to road users caused by issues related to the Storm Drainage Systems; and
 - D. Issuance of permits for work for modifications to the Storm Drainage Systems. The County shall retain responsibility for issuing permits for other work affecting the County Roads.
4. **Maintenance Standard.** Subject to the specific requirements in Section 3, any maintenance on the Storm Drainage Systems required by this Agreement shall be carried out in a manner

that is similar to other systems with similar features, function, and characteristics under the City's jurisdiction.

5. **Failure to Perform.** If the County, in its sole but reasonable discretion, determines that the City is not in compliance with its obligations described in Sections 3 and 4 in a manner that creates a risk to the travelling public using the associated right of way, or that violates any applicable federal, state, or local rule, regulation, or guideline, except in the case of an emergency, the County or its designee shall give the City written notice to perform the maintenance and/or repair work specified in the notice. If such work is not performed to the County's reasonable satisfaction within seven (7) days after the date of such notice, or such other time as the County may, in its sole discretion, determine, the County, its employees, independent contractors and designees may access the Storm Drainage Systems to perform any and all work required to bring the Storm Drainage Systems into compliance with this Agreement; provided, however, that if such work is not capable of reasonably being performed within such seven (7) day period, the County shall not perform any such work so long as the City promptly commences such work within such seven (7) day period following written notice from the County and is using commercially reasonable efforts to diligently prosecute such work to completion
6. **Emergency.** If the County, in its sole but reasonable discretion, determines that there exists or will likely exist an emergency with respect to the Storm Drainage System that creates an immediate risk to the travelling public using the associated right of way, the County, its employees, independent contractors and designees may immediately exercise their rights described in Section 5 of this Agreement to immediately access the Storm Drainage System to perform any and all work required to bring the Storm Drainage System into compliance with this Agreement, and in such case the County shall use reasonable efforts to notify the City prior to exercising its rights under this section. Notwithstanding the above, the work performed may consist only of avoiding or mitigating the emergency and/or cleaning and repairing the Storm Drainage System to its original condition and standard.
7. **County Under No Obligation.** The City agrees that the County, as well as its departments, elected officials, employees, independent contractors and/or designees shall have no obligation to exercise its rights under this Agreement, including the right under Sections 5 and 6 of this Agreement, to perform the work required of the City, or to perform any other maintenance or repair of the Storm Drainage Systems. Notwithstanding the terms and provisions of Section 10 of this Agreement, the City also agrees that the County, as well as its departments, elected officials, employees, independent contractors and/or designees shall have no liability to the City or third-parties for non-exercise of such rights, including any failure to maintain or repair of the Storm Drainage Systems.
8. **Reimbursement.** If City fails to perform the maintenance as described in Sections 3 and 4 above, the City shall reimburse the County for all of its reasonable and documented out-of-pocket costs and expenses incurred in exercising its right under Sections 5 and 6 within thirty (30) days after receipt of an invoice detailing such costs and expenses.
9. **Termination.**
 - A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.

- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within seven (7) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such seven (7) day period, this provision shall be complied with if the breaching Party begins correction of the default within the seven (7) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

10. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

11. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the

State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Parties, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of the City or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. Each Party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

CITY OF CANBY

Mayor

Date

Recording Secretary

Exhibit "A-1"

S.E. 1st Avenue Transfer of Jurisdiction

Clackamas County to City of Canby

Description

All that portion of S.E. 1st Avenue, County Road No. 687, Department of Transportation and Development maintenance No. 31079; Situated in the NE 1/4 of Section 34, T. 3 S., R. 1 E., W.M. as shown in Exhibit "B-1", attached hereto, lying west of the Southwestly Right-of-Way of S. Mulino Road (Mkt Rd. #25), County Road No. 1151, (mile point 0.00) and lying East of the Westerly Right-of-Way of S. Walnut Street (mile point 0.17), being approximately 900 feet long.

Contain 59,367 square feet, more or less.

Exhibit "A-2"

S.E. 13th Avenue Transfer of Jurisdiction

Clackamas County to City of Canby

Description

All that portion of S.E. 13th Avenue, County Road No. 562, Department of Transportation and Development maintenance No. 41002; Situated in the NW 1/4, NE 1/4 and the SE 1/4 of Section 03, T. 4 S., R. 1 E., W.M. as shown in Exhibit "B-2", attached hereto, lying west of the Westerly Right-of-Way of S. Mulino Road (Mkt Rd. #25), County Road No. 1151, (mile point 0.00) and lying East of the Westerly boundary line of Tax Lot 41E03 02600, as described in Document No. 2015-025122, Clackamas County deed records (mile point 0.52), being approximately 2,715 feet long.

Contain 131,565 square feet, more or less.

Exhibit "A-3"

S. Mulino Road Transfer of Jurisdiction

Clackamas County to City of Canby

Description

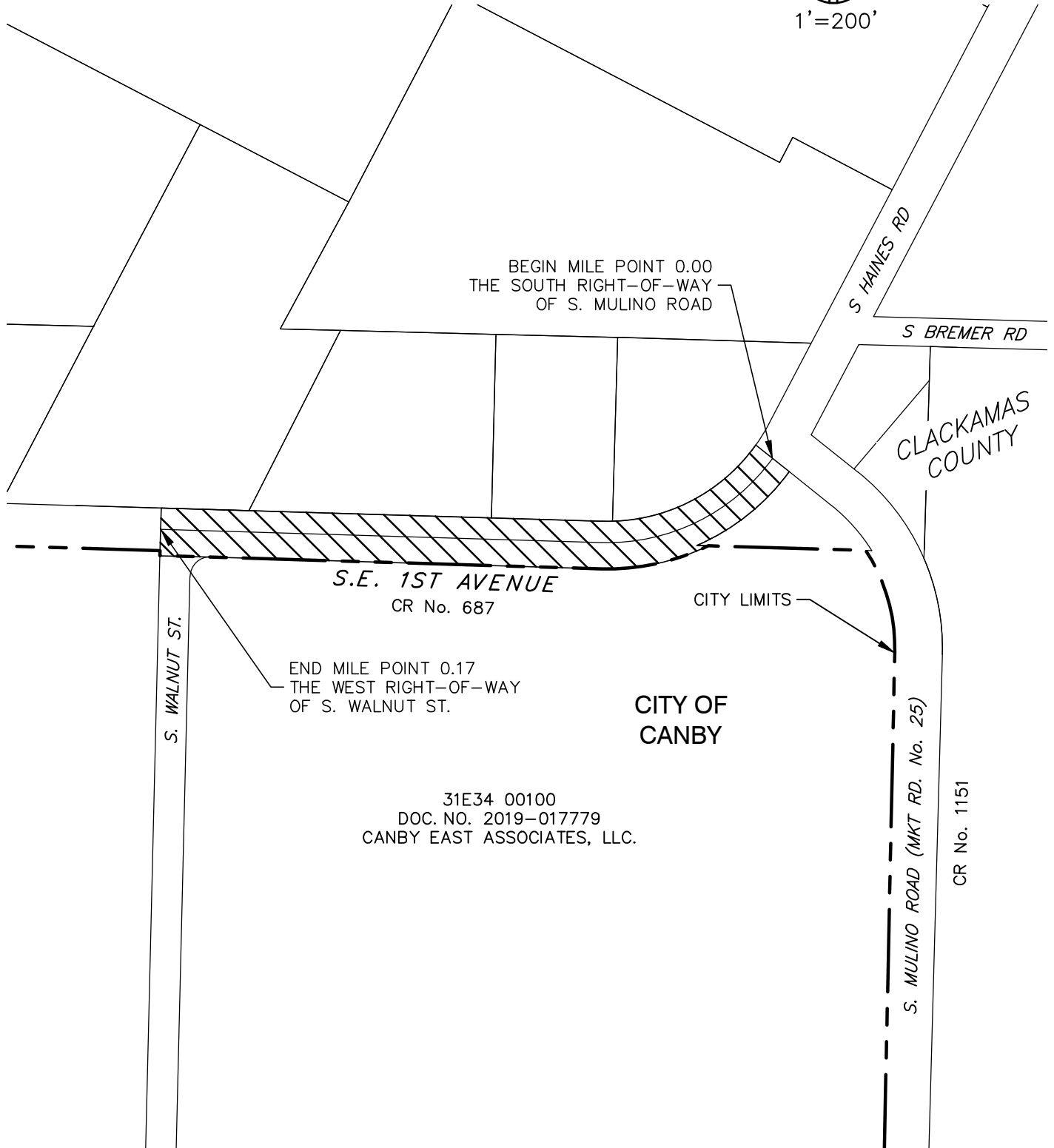
All that portion of S. Mulino Road , County Road No. 1151, also being Market Road 25, Department of Transportation and Development maintenance No. 31007; Situated between Sections 34 and 35, T. 3 S., R. 1 E., W.M. and Sections 2 and 3, T. 4 S., R. 1 E., W.M. as shown in Exhibit "B-3", attached hereto, lying south of the Southerly Right-of-Way of S.E. 1st Avenue, County Road No. 687, (mile point 0.00) and lying North of the Northerly Right-of-Way of S.E. 13th Avenue, County Road No. 562 (mile point 1.35), being approximately 7,128 feet long.

Contain 436,387 square feet, more or less.

EXHIBIT "B-1"



1' = 200'



S.E. 1ST AVENUE

CR No. 687

CITY LIMITS

END MILE POINT 0.17
THE WEST RIGHT-OF-WAY
OF S. WALNUT ST.

**CITY OF
CANBY**

31E34 00100
DOC. NO. 2019-017779
CANBY EAST ASSOCIATES, LLC.

S. MULINO ROAD (MKT RD. No. 25)

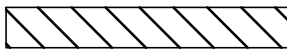
CR No. 1151

S. WALNUT ST.

S. HAINES RD

S. BREMER RD

**CLACKAMAS
COUNTY**



59,367± SF

TRANSFERED ROAD

LOCATED IN THE NE 1/4 OF SECTION 34,
T. 3 S., R. 1 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



04/28/2022

A. REITER

JURISDICTIONAL TRANSFER
S.E. 1st AVENUE
COUNTY ROAD NO. 687

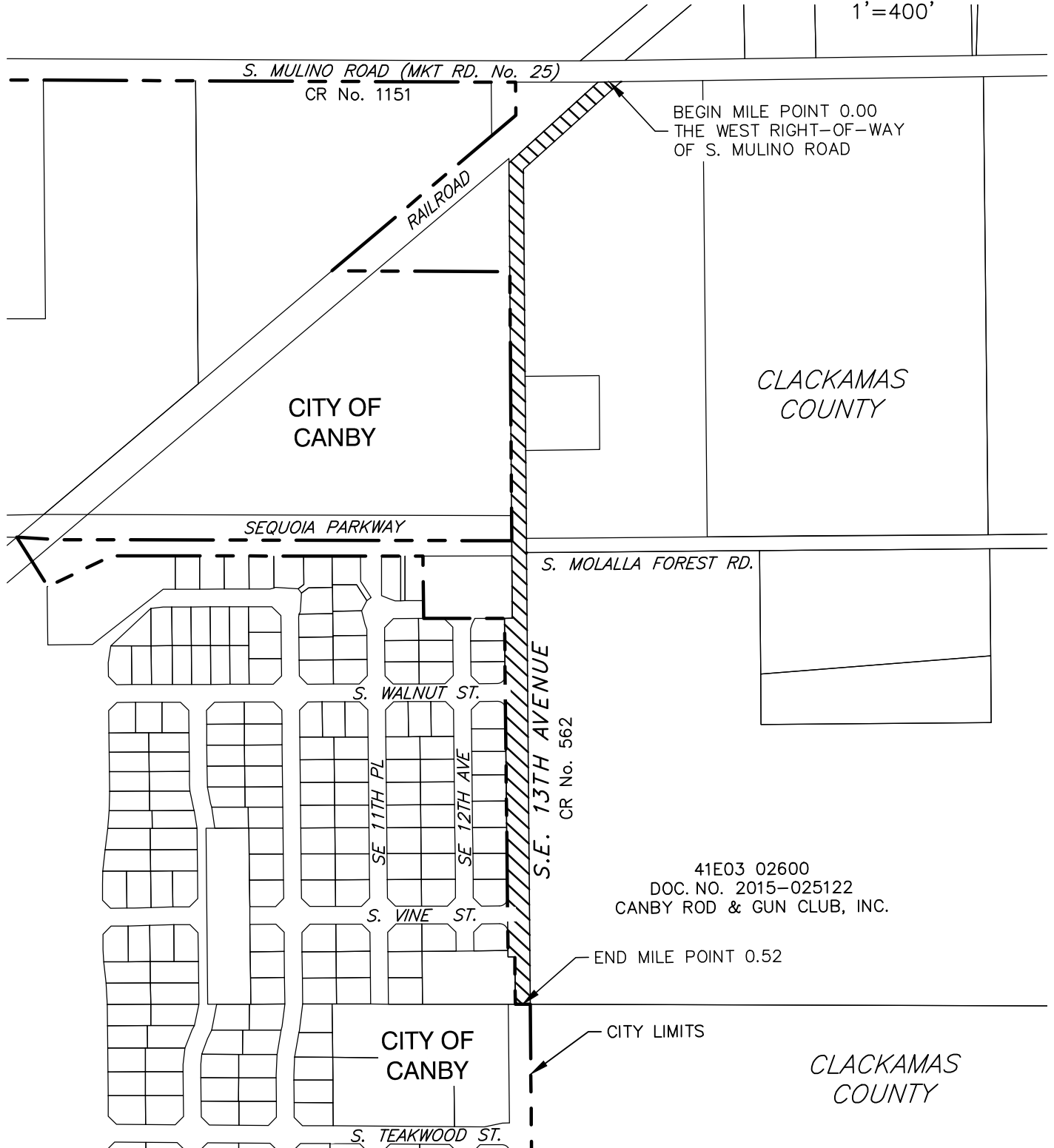
SHEET

1 OF 1

EXHIBIT "B-2"



1"=400'



LOCATED IN THE NW 1/4, NE 1/4 AND SE 1/4
OF SECTION 03, T. 4 S., R. 1 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



04/28/2022

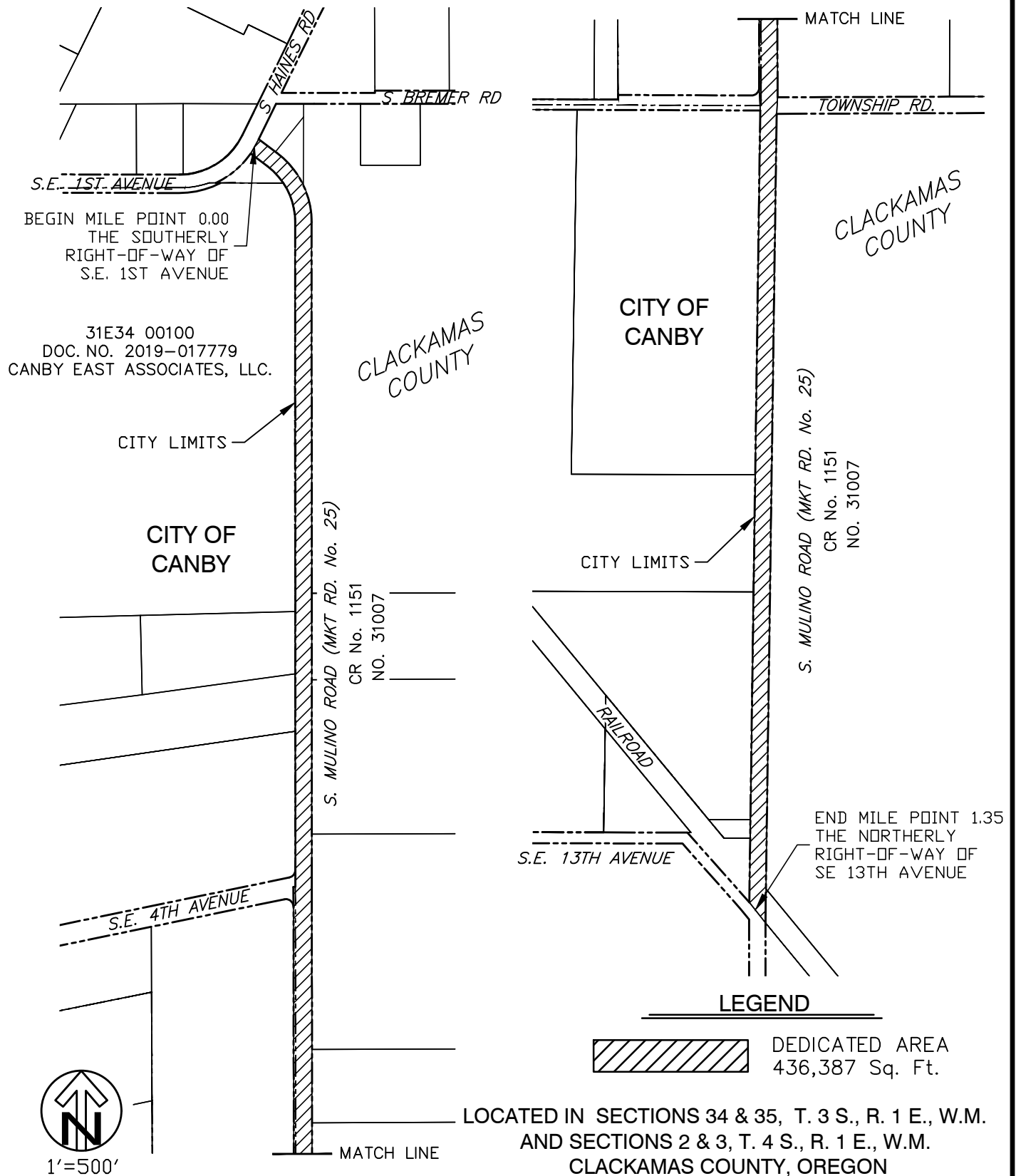
A. REITER

JURISDICTIONAL TRANSFER
S. 13th AVENUE
COUNTY ROAD NO. 562

SHEET

1 OF 1

EXHIBIT "B-3"



DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 9/16/2022
JURISDICTIONAL TRANSFER
S. MULINO ROAD
COUNTY ROAD NO. 1151

SHEET
1 OF 1



CITY COUNCIL Staff Report

Meeting Date: 5/21/2025

To: The Honorable Mayor Hodson & City Council
From: Eileen Stein, City Administrator
Agenda Item: Council Strategic Reserve for FY 25-26
Goal: Promote Financial Sustainability
Objective: N/A

Summary

This action will allow the City Council to set the level of strategic reserve for the FY 25-26 budget year.

Background

On May 15th the first meeting of the Budget Committee was held to review the City Administrator's proposed budget for FY 25-26. The Leadership Team worked diligently to make this budget realistic and accurate, and to place the City of Canby in the best possible fiscal position given the uncertainties that lie ahead, including the lack of settlement on collective bargaining agreements and the overall economic climate.

The Leadership Team unanimously agreed to recommend strategic cuts and to avoid reductions in force by reducing the General Fund strategic reserve to 15% in recognition that this is a "bridge" year as the City will be receiving an extra \$1 million in revenue per year beginning in FY 26-27 due to the closure of the Urban Renewal Agency. Also fueling this decision is the fact that the level of strategic reserve is estimated to be as high as 42% once the fiscal year closes and "budget" figures become "actual" figures and the actual ending/beginning fund balance for FY 25-26 is known.

Given the level of budgeted General Fund strategic reserve had been reduced in FY 24-25 from 30% down to between 20-25%, the Budget Committee felt the level of strategic reserve ought to be determined by the City Council and not by staff nor the Budget Committee.

Attachments

Attachment Appendix – Financial Policies

Fiscal Impact

As noted, the budget contains no reductions in force but increases by one FTE in the Police Department to contribute to the TriMet security force, but this position comes with money attached in that TriMet will reimburse the City by 105% of the costs of the position. Otherwise, there are no General Fund increases in the proposed budget.

In order to get to a 20.35% strategic reserve, the budget will need to be reduced by another \$678,000. Staff felt cuts of this order could not be made without specific direction from the City Council on which programs or services reductions the Council wished to make.

Options

1. Reset the strategic reserve to 20.35% and reduce the General Fund budget by another \$678,000.
2. Agree to set the strategic reserve at 15% this year and engage in a comprehensive budget review in FY 25-26.
3. Arrive at a compromise level of strategic reserve for FY 25-26.

Recommendation

The Leadership Team stands by its recommendation in the Proposed Budget for FY 25-26. However, in recognition that the City Council sets the policy for the City, staff will implement the decision made by the City Council.

Proposed Motion

"I move to approve Option ____."

Policy 5 - Revenue Constraints and Fund Balance**Nature of Constraints**

The City of Canby will maintain the following categories of revenue constraints in conformance with GASB

54. Fund Balances shall be accounted for on the basis of these categories.

1. **Non-spendable.** Assets that are not in a spendable form or are required to be maintained intact.
2. **Restricted.** Cash that can be spent only for specific purposes stipulated by third parties or by statutes. Only the constraining party can lift constraints on Restricted funds.
3. **Committed.** Cash that can be used only as directed by formal action of City Council. Council action may be in the form of a motion or resolution. Only the City Council can lift constraints on committed funds. Such a change must be made using the same action that established the constraint.
4. **Assigned.** Cash the City intends to use for specific purposes. The City Council delegates the authority to create this constraint to the City Administrator. In addition, for all funds except the general fund, all cash not in one of the Non-spendable, Restricted, or Committed categories, or specifically assigned under this category will, by default, be assigned to this category.
5. **Unassigned.** General Fund cash that is not otherwise categorized fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Other Considerations

1. **Order of Use.** If multiple categories of fund balance are applicable to an expenditure, the City shall access funds in the following order: Restricted, Committed, Assigned, Unassigned.
2. **Purpose of Special Revenue Funds.** Special Revenue funds are general government funds created to track the use of dedicated revenues. The City legislation creating a special revenue fund will specify which specific revenues and other resources are authorized to be reported in the fund.
3. **Fund Balance.** Unrestricted fund balance is the sum of Committed, Assigned and Unassigned fund balance in any individual fund. In the General Fund, the City will strive to maintain an Unrestricted fund balance between 20% and 25% of annual operating revenue. If the fund balance falls below 30% of annual operating revenue a plan will be created outlining how and when the fund balance will be replenished.





City of Canby Bi-Monthly Report
Department: Administration
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Maya Benham, Administrative Director/City Recorder
Prepared by: Teresa Ridgley, Deputy City Recorder
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2024 Council Goals & Objectives:

Goal 2.3 Consider Updates to City Charter

- This item was introduced at April 16th work session. A Council subcommittee was identified, and preliminary Charter update items were discussed.

Goal 5.5 Update Council policies and guidelines

- Council subcommittee report held April 16, 2025, Council meeting. Changes are still being made with next meeting week of May 22nd.

Goal 5.6 Create a Canby Civic Engagement Academy

- Canby Civic Engagement Academy – Meetings held in March and April covered Finance, Library, Planning, Economic Development and Advisory Boards. Next meeting will be about Canby community partners, followed by Public Works in July.

Statistics:

Boards and Commissions Vacancies (current)

| Board/ Commission/ Committee | Vacancy | Applications Received | Status |
|---------------------------------------|---------|-----------------------|--|
| Bike & Pedestrian Committee | 1 | 0 | Term ends 6/30/2026. |
| Budget/ URA Budget Advisory Committee | 1 | 0 | Term ends 6/30/2025. |
| Heritage & Landmark Commission | 2 | 0 | 1 Term end 6/30/2026. 1 Student Term ends upon graduation. |
| Transit Advisory Committee | 1 | 0 | Term ends 6/30/2026. |

Public Records Requests

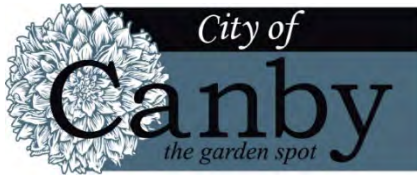
Processed 14 public records requests.

Liquor License/ Noise Variance Applications

There were 44 annual OLCC License Renewals.

There was 1 new liquor license.

There was 1 noise variance application.



City of Canby Bi-Monthly Report
Department: Municipal Court
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Maya Benham, Administrative Director/ City Recorder
Prepared by: Jessica Roberts, Municipal Court Supervisor
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2024 Council Goals & Objectives:

Not Applicable

Statistics:

| Monthly Statistics | March | April |
|---|-------------|-------------|
| Misdemeanors | | |
| Offenses Filed | 22 | 25 |
| Cases Filed | 20 | 14 |
| Warrants Issued | 11 | 9 |
| Misdemeanor Case Detail | | |
| Diversion/Deferred Sentence | 10 | 3 |
| Offenses Dismissed | 6 | 2 |
| Offenses Sentenced | 5 | 6 |
| Traffic & Other Violations | | |
| Offenses Filed | 377 | 208 |
| Cases/Citations Filed | 275 | 154 |
| Parking Citations Filed | 4 | 2 |
| Traffic & Other Violations Case Detail | | |
| Diversion (Good Driver Class/MIP) | 21 | 26 |
| Dismissal (Fix It Tickets) | 12 | 14 |
| Dismissed by Judge | 16 | 8 |
| Sentenced by Judge | 12 | 23 |
| Handled by Violations Bureau | 53 | 69 |
| Guilty by Default | 24 | 30 |
| Traffic and Criminal Trials | | |
| Court Trial (Misdemeanor) | 0 | 0 |
| Jury | 0 | 0 |
| Traffic Trial | 6 | 8 |
| | | |
| Defendant Accounts Referred to Collections | \$26,943.75 | \$24,615.00 |
| Fines & Surcharges Collected | \$37,598.88 | \$43,762.01 |

Explanation of terms:

Canby Municipal Court has jurisdiction over all city and state traffic offenses, City Code violations and misdemeanors committed within city limits.

1. Difference between Offenses Filed vs. Cases Filed
 - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest.
 - “Offenses Filed” reflects this number. “Cases Filed” refers to a single defendant’s matter before the court.
2. Guilty by Default. When a defendant does not appear or contact the court on their scheduled court date a defaulted conviction is entered against them on the following Thursday. A court clerk processes the default convictions.
3. The court’s Violations Bureau Order allows court clerks to accept pleas, offer a deferred sentence program (if qualified) and set a payment plan, under the Judge’s authority.

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

Current programs and to qualify:

- Good Drivers Program (no prior traffic convictions in the last five years and no further convictions for 6 months)
 - 1st Offender - Minor in Possession of Alcohol/Marijuana citation
4. The court offers a Fix It program, which allows the defendant to have a citation dismissed if an issue with their vehicle, registration or license is fixed. There is a \$50 dismissal fee owed for each fixed violation.

Department Activities:

The court misdemeanor docket continues to be full and operating smoothly. In March 2025 the Municipal Court received a record number of violations cited to the court.



City of Canby Bi-Monthly Report
Department: Economic Development
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Jamie Stickel, Economic Development Director
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2025 Council Goals & Objectives:

Goal 1.2 Finalize the Transition of the Current Urban Renewal District Expenses.

- The Urban Renewal Agency (URA) met on Wednesday, April 2nd to hear the steps necessary to close the Urban Renewal District (URD), which is due to sunset in June 2026. City staff and the City Attorney presented an overview of the avenues to close the URD once the final debt payment is paid on June 1st, 2026. The finance department will notify the Clackamas County Tax Assessor's office in February regarding the City's plans to pay the final debt payment. This notification will trigger the disbursement of any remaining money in the URA's fund after the closure of the district (likely in October/November 2026). The City Council can terminate the URA once the debt is paid off and Council determines the need for the agency no longer exists. The termination will need to occur via ordinance. Should the City Council opt to keep the URA, the Urban Renewal Plan would be terminated via resolution, allowing the City to keep the agency – which would be rendered inactive since the plan required to guide its actions would be terminated. City staff will bring this agenda item back to the URA in late summer for consideration.

Goal 2.2 Evaluate Options for Recruiting a Hotel Developer.

- Economic Development staff continue to meet with interested developers, site selectors, property owners, and other interested parties to recruit a hotel. The City Council received a presentation on potential hotel incentives during the March 19th City Council meeting. The overview of incentives included the consideration of SDC Assistance, Permitting Assistance, Tax Abatement, Concept Design Assistance, and Public-Private Partnership. The City Council determined they would be interested in moving forward with considering SDC assistance, consideration of developing City-owned property, concept design assistance, and the development of natural resources to support a hotel. The Economic Development Director consulted with the Planning Department as they continue to work with FCS Group on the SDC Update; met with property owners to discuss potential concept assistance; and will explore the development of City property once an Engineer of Record is brought onto the City in early May.

Goal 3.4 Update Downtown Parking District Master Plan.

- The City of Canby's Economic Development department has begun work with Rick Williams Consulting (RWC) regarding the downtown Canby Parking Assessment. The assessment will include best practices, an assessment of downtown parking spaces, and feedback from the community. Canby has seen growth, redevelopment, and the addition of downtown housing above mix-used retail. The City has increasingly heard from business and property owners that they would like to see a change, and the City Council has approved \$25,000 in the FY2025 budget

to provide an update. RWC surveyed available parking in late April during a weekday and on a Saturday to understand the typical usage and turnover of parking spots downtown. Once the data has been analyzed, the City will hold an open house to gain input and insight from the greater Canby community.

Goal 5.2 Adopt and Implement Communications Plan.

- The City's Economic Development Director + Communications Specialist presented the Communications Plan to the City Council at the April 16th City Council meeting. The City Council adopted the plan via resolution. The Communications plan addresses internal and external communications, while also integrating the City's recently adopted Emergency Operation Plan, the social media policy, as well as a style guide to help streamline branding and community engagement. The Communications Plan includes strategies for youth engagement and increasing diversity. The plan will be rolled out to city staff and the Leadership Team will begin to determine how to best implement the Communications Plan, track communications efforts, and budget in the future.

Statistics:

- N/A. See Department Activities below.

Department Activities:

Clackamas County Fairground and Event Center Resource Fair: The Clackamas County Fairgrounds and Event Center hosted their inaugural Resource Fair on Friday, February 28th and Saturday, March 1st. This unique event offered community members the opportunity to learn more about the services and programs available. The Economic Development staff were present on both days, sharing the many events hosted by the City of Canby throughout the entirety of the year. There was also coverage on the Canby Public Library offerings, Swim Center and items from Planning such as the Comprehensive Plan Update and Urban Growth Boundary expansion. This was a valuable time to engage with the community and hear their thoughts, as well as the other community organizations present.

2025 State of the City: The Economic Development Director + Communications Specialist worked with the Leadership Team to assemble updates for the 2025 State of the City presentation. The presentation is provided every year by the mayor. Mayor Hodson presented the State of the City at the Canby Area Chamber of Commerce Luncheon on May 4th and during a presentation at City Hall on Tuesday, March 11th. The State of the City provided a departmental overview of projects recently completed and new or ongoing initiatives for the next year.

Cultivating Canby Technical Advisory Committee: The City of Canby's Planning and Economic Development departments held the Cultivating Canby Technical Advisory Committee (TAC) meeting on March 5th. The TAC plans for the UGB Expansion, Comprehensive Plan Update, and the Transportation Systems Plan. The TAC is comprised of city staff, Canby Fire, Clackamas County, ODOT, and consultants from DKS Associates and 3J Consulting. At the March 5th meeting, the TAC discussed the updates to the Transportation Systems Plan during the first half of the meeting and the Urban Growth Boundary expansion during the second half of the meeting.

Canby Civic Engagement Academy: The Civic Engagement Academy was held March 13th at City Hall and April 10th at the Canby Police Department. The March session featured presentations from the Finance Department and the Canby Public Library and concluded with a tour of the Civic Center and

Library building. During the session, city staff polled the cohort to determine the best time to reschedule the February session which was cancelled due to inclement weather. The cohort asked for the meeting to be rescheduled to July. The April session included featured presentations from the Canby Swim Center and Canby Police Department with a tour of the police building. The Civic Engagement Academy is held at City facilities from January 2025 – June 2025 on the 2nd Thursday of the month.

Logging Road Trail Pathway: The Urban Renewal Agency met on Wednesday, April 2nd to consider a resolution authorizing the construction of a new walking path connecting the Logging Road Trail to HWY 99e. The project was identified as a priority for the Urban Renewal Agency. The project addresses bicycle and pedestrian connections and addresses safety concerns with residents crossing the Oregon Pacific Railroad between the Canby Logging Road Trail and the Fred Meyer shopping complex. The project was advertised for bid at the end of February and the City reviewed bids in mid-March. KNL Industries was chosen to move forward with construction with the bid for the project totaling \$234,390. The pathway will be located on the southwest side of the Logging Road Trail and will include a retaining wall, fencing, and path lighting.

Canby Career Fair: The second annual Canby Career Fair went off as a great success once again! The Economic Development department partnered their efforts with the Canby Public Library and Goodwill Industries. The Canby Career Fair was held on April 22nd, 2025 from 10am-2pm in the Canby Public Library at 220 NE 2nd Avenue. There were multiple organizations involved through partnerships including the Canby School District, Clackamas Community College and many others. This event will return in 2027, as the Canby High School will host their Career Fair in 2026 and our efforts will alternate year after year.



Heritage and Landmarks Commission: The City of Canby Heritage and Landmarks Commission has been awarded a Certified Local Government grant of \$15,250 to accomplish a variety of projects. These projects include adding Holly Street City Hall to the National Register; completing Intensive Level Surveys of six properties, developing two curated self-guided driving tours of Canby's historic sites, and updating existing information and adding historic preservation information to the current Heritage and Landmarks Commission website. Work has begun on executive the CLG Grant and the HLC has posted an RFP for the Intensive Level Survey.

Oregon Heritage Summit: The Oregon Parks department hosted their annual Oregon Heritage Summit via Zoom for heritage organizations to gather and discuss laws, policies, and budgets that impact heritage preservation statewide. The summit addressed the following topics:

- Understanding the impact of advocacy as an individual organization and as a group with shared needs and interests.
- Being aware of and taking action to influence related policies, laws, funding, etc.
- Discovering mechanisms and organizations that support this work in Oregon and nationally.
- Discussing individual organization's internal processes and communications to help determine a decision-making path for if, when, and how to engage in this work.

Canby Advantage 'Canby Business Connection': The Economic Development team partnered with the Canby Advantage Magazine for additional outreach promoting the local businesses. The Canby Business Connection spotlights a different local Canby business each month, highlighting an in-depth article about the business. The City of Canby will receive various assets such as a photo deck of the

business, article, and the opportunity to further connect with the business. The first business feature highlighted the Canby Beer Library, where a mix of food carts and local beer come together for an amazing gathering space in Canby. In March, Little Love Resale was spotlighted and their new location at the Graham Building. Both Canby Business Connection features have been a great success, and we look forward to adding a different business each month!

Main Street America Conference: This year's Main Street America Conference was held in Philadelphia, Pennsylvania. There were over 200 revitalization experts leading over 135 dynamic learning and community-building activities over the 3-day training. The conference brought plenty of ideas and connections that will be impactful to Canby's Downtown! Over 1,900 different Main Street Organizations were in attendance across the United States! It will be exciting to see how these ideas will positively affect the growth and revitalization efforts in Canby.

Business Meeting Planning: Canby's Economic Development team hosted a local business meeting in November 2024 at the Canby Public Library to discuss opportunities for the City to further support the local businesses. This was well received and provided further information on City led efforts and partnerships. Recently, local businesses have brought up the success of the meeting and how they would value another local business meeting. This meeting is set to be held in May and will offer an opportunity for local Canby businesses to meet in an informal setting to talk about upcoming events, happenings, and ideas. Talking about what events each of the organizations has coming up, this will allow local businesses to prepare accordingly for staffing, products and times of operation. Economic Development looks forward to further connecting with the local businesses in this capacity.

3rd Grade Tour Planning: In early April, the City Administrator began conversations with the Canby School District regarding their 3rd Grade Tours. The Economic Development Director & Communications Specialist was asked to be the point person on behalf of the City of Canby and met with the Canby School District in late April. Last year, the City hosted students at the Canby Police Department with an array of vehicles from public works and police. This year, the 3rd Grade Tours are planning to visit several locations in Canby including a stop at the City Council Chambers. The Economic Development Director will oversee the tours of the Council Chambers; Public Works will hand out construction hats in Wait Park as students catch buses to lunch; and the Canby Police will visit with the students while they have lunch in Maple Street Park. The tours are expected to be held on May 7th and 8th.

Governor's Conference on Tourism: Economic Development staff attended the Governor's Conference on Tourism on April 15th and 16th at the Oregon Convention Center. The conference is an opportunity to learn from and network with industry experts, hear from keynote speakers, attend education breakout sessions, and in-depth workshops. The conference focused on increasing tourism through marketing, collaboration, and events throughout the state in both urban and rural areas. The conference is attended by local municipalities, chambers of commerce, tourism businesses, and more.

Street Maintenance Fee Task Force: The City of Canby held its Street Maintenance Task Force meeting on April 22nd in the Public Works Conference Room. The task force is comprised of city staff, two city councilors, local business owners, and representatives from the traffic safety committee and planning commission. The task force is discussing potential changes to the residential and non-residential fees collected to fund the street maintenance program. Economic Development is involved due to the potential impacts on local businesses, as well as to participate so community messaging can be accurate and timely once decisions are made.

Touch-A-Truck: In 2024 the Touch-A-Truck event saw its inaugural year with large crowds of families coming out to see all the many different vehicles and equipment that are utilized daily, keeping the City of Canby beautiful and repairing various infrastructure. This was such a family favorite that the Economic Development team and Canby Police department is once again bringing it back, planning with partners such as the Public Works, Parks, Canby Utility and other organizations to offer more equipment and vehicles for the public to get acquainted with. This year it will be in conjunction with the First Thursday Night Market, on June 5th, 2025. This will add to the event, providing additional activities for visitors and residents to enjoy a night out in Canby!





City of Canby Bi-Monthly Report
Department: Finance
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Scott Schlag, Finance Director
Prepared by: Katy Joyner, Financial Analyst
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2024 Council Goals & Objectives: See Department Activities

Statistics: Below

Department Activities:

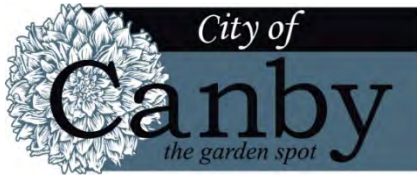
In addition to providing services and responding to inquiries from both internal and external customers, the Finance Department reports the following items of interest for this period.

- The department's focus has been on carefully compiling and preparing the Proposed Budget for Fiscal Year 2025-2026, which will be delivered to the Budget Committee, Council and Department Director's in May. Budget Committee meetings will be held May 15th, May 22nd & May 29th.
- Finance staff worked with all departments to compile the annual update to the City's Master Fee Schedule which will go before Council in June for adoption.
- The Transit Tax Specialist worked on a 5-year audit to notify non-filers, and to collect past due returns and balances owed.
- The Accounts Payable Tech has been working with the Payroll Specialist to fully back up Payroll for additional coverage.

The Finance Team participated in the following meetings, training and events this period:

- | | |
|--|-----------------------------------|
| ○ Leadership Team meetings | ○ Safety Meetings |
| ○ ClearGov Informational Product Meeting | ○ Finance Team meetings |
| ○ OPPA Joint Virtual Spring Workshop | ○ Payroll Law Webinar |
| | ○ Various Public Records Requests |

| Statistics FY 24-25 | JUL-AUG | SEP-OCT | NOV-DEC | JAN-FEB | MAR-APR |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|
| Accounts Payable | | | | | |
| Invoices | 488 | 468 | 561 | 453 | 517 |
| Invoice Entries | 1,136 | 1,222 | 1,286 | 822 | 1117 |
| Encumbrances | 46 | 43 | 43 | 42 | 45 |
| Manual Checks | 8 | 1 | 1 | 2 | 3 |
| Total Checks | 336 | 324 | 300 | 352 | 314 |
| Payroll | | | | | |
| Timesheets Processed | 564 | 501 | 543 | 427 | 423 |
| Total Checks and Vouchers | 637 | 570 | 617 | 498 | 492 |
| New Hires/Separations | 12 / 9 | 3 / 26 | 1 / 2 | 2 / 7 | 2 / 2 |
| Transit Tax Collection | | | | | |
| Forms Sent | 51 | 1,186 | 1,882 | 75 | 1243 |
| Accounts Opened/Closed | 40 / 6 | 17/20 | 5 / 19 | 43 / 35 | 1 |
| Returns Posted | 765 | 602 | 315 | 1,733 | 1168 |
| Utility Billing | | | | | |
| Bills sent | 9,950 | 10,554 | 10,505 | 11,099 | 10,497 |
| Counter payments | 79 | 83 | 87 | 44 | 71 |
| Accounts opened/closed | 87 | 87 | 28 | 100 | 94 |
| Lien payoffs completed | 28 | 14 | 7 | 14 | 16 |
| Lien payoff inquiries | 56 | 91 | 34 | 59 | 58 |
| Collection notices sent | 44 | 79 | 86 | 0 | 146 |
| Accounts sent to WCB | 9 | 57 | 0 | 20 | 52 |
| General Ledger | | | | | |
| Total Journal Entries | 271 | 235 | 278 | 229 | 294 |
| Cash Receipts Processed | | | | | |
| Finance | 1,239 | 847 | 616 | 1,222 | 990 |
| Utility | 220 | 248 | 221 | 224 | 233 |



City of Canby Bi-Monthly Report
Department: Fleet
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
 From: Todd Wood, Transit/ Fleet/ IT Director
 Prepared by: Robert Stricker, Lead Mechanic
 Through: Eileen Stein, City Administrator
 Date: May 21, 2025

2024 Council Goals & Objectives: (Examples)

Goal 1: Promote Financial Stability

See Department Statistics

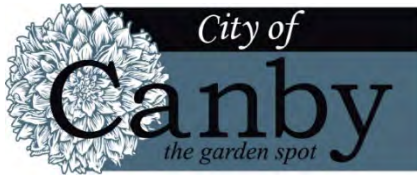
Statistics:

Mar-25

| Department | Work Orders | Labor Cost | Material Cost | Fuel Cost | Total Cost |
|--------------------------|-------------|--------------|---------------|-------------|--------------------|
| Administration | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Adult Center | 1 | \$27.65 | \$0.00 | \$256.31 | \$283.96 |
| IT Department | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Facilities | 2 | \$29.07 | \$0.00 | \$66.38 | \$95.45 |
| Wastewater Collections | 1 | \$8.72 | \$7.77 | \$456.25 | \$472.74 |
| Wastewater Treatment | 2 | \$331.80 | \$293.14 | \$35.46 | \$660.40 |
| Parks | 17 | \$2,196.49 | \$1,846.99 | \$1,009.56 | \$5,053.04 |
| Police | 11 | \$2,054.79 | \$420.87 | \$6,073.94 | \$8,549.60 |
| Streets | 11 | \$621.00 | \$703.03 | \$2,165.96 | \$3,489.99 |
| Fleet Services | 0 | \$0.00 | \$0.00 | \$57.13 | \$57.13 |
| Canby Area Transit (CAT) | 29 | \$2,742.52 | \$2,306.18 | \$11,279.14 | \$16,327.84 |
| Total | 74 | Total | | | \$34,990.15 |

Apr-24

| Department | Work Orders | Labor Cost | Material Cost | Fuel Cost | Total Cost |
|--------------------------|-------------|--------------|---------------|-------------|--------------------|
| Administration | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Adult Center | 3 | \$191.10 | \$155.52 | \$382.87 | \$729.49 |
| Facilities | 1 | \$29.07 | \$18.64 | \$59.93 | \$107.64 |
| IT Department | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Wastewater Collections | 3 | \$1,466.90 | \$328.80 | \$906.18 | \$2,701.88 |
| Wastewater Treatment | 5 | \$688.71 | \$247.73 | \$4.27 | \$940.71 |
| Parks | 13 | \$1,465.45 | \$735.01 | \$1,079.86 | \$3,280.32 |
| Police | 16 | \$1,980.70 | \$1,329.84 | \$6,548.75 | \$9,859.29 |
| Streets | 8 | \$328.34 | \$247.05 | \$2,059.65 | \$2,635.04 |
| Fleet Services | 0 | \$0.00 | \$0.00 | \$87.49 | \$87.49 |
| Canby Area Transit (CAT) | 28 | \$3,777.45 | \$6,827.78 | \$12,140.71 | \$22,745.94 |
| Total | 77 | Total | | | \$43,087.80 |



City of Canby Bi-Monthly Report
Department: IT
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Todd Wood, Transit/ Fleet/ IT Director
Prepared by: Same as above
Through: Eileen Stein, City Administrator
Date: May 21, 2025

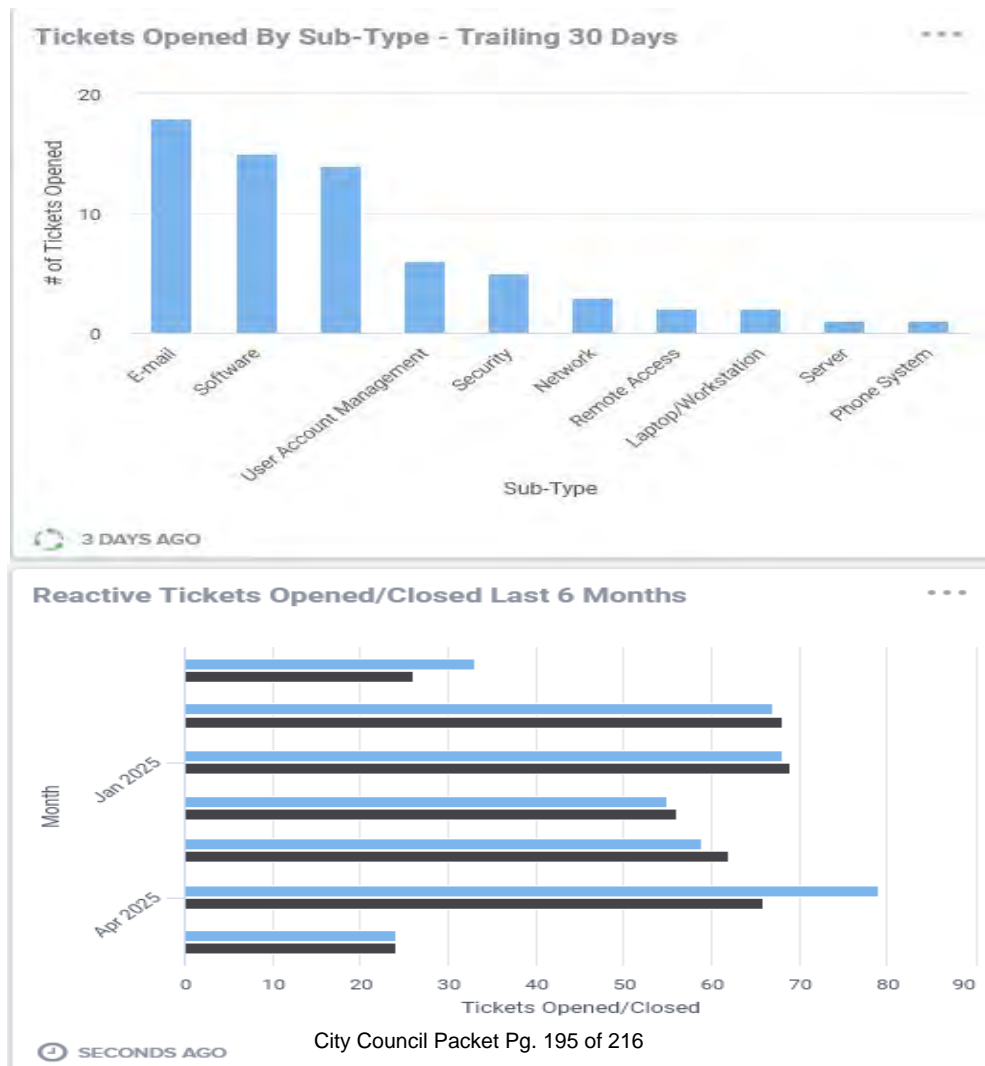
2025 Council Goals & Objectives:

Goal 1: Promote Financial Stability

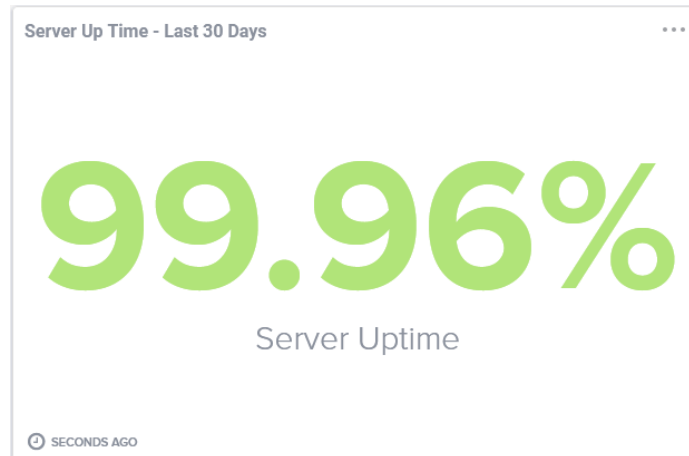
See Department Activities Below

Tickets:

Tickets Resolved in FY 25: 744
Tickets Resolved this period: 133
Open Tickets as of this report: 43



Server Status during this period:



System Security Status:

PROCESS INSIGHTS

During this time frame, your cybersecurity platform analyzed **37,902,113** process events to identify suspicious processes that could lead to malware execution.

Of those events, there were **91** process signals detected through automated and human analysis. None of the detected signals were suspicious in nature, thus no further investigation was warranted by your security team.

PROCESS INSIGHTS EVENT TRIAGE

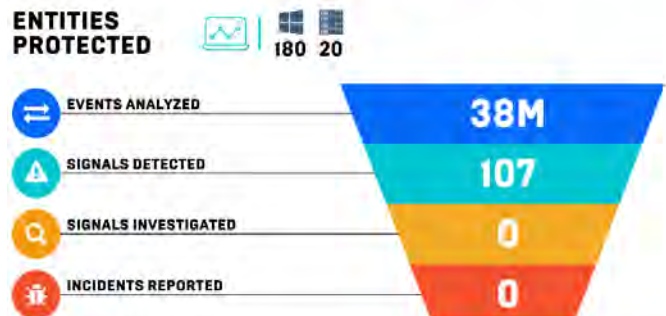


SUMMARY

During the time frame of this report, your cybersecurity platform analyzed **37,953,271** events from **180** entities on your network.

Of those events, there were **107** signals detected through automated and human analysis. None of the detected signals were suspicious in nature, thus no further investigation was warranted by your security team. This defense strategy continues to reduce your risk, which maximizes your security and minimizes cyberattack damage to your business.

ENTITIES PROTECTED



PERSISTENT FOOTHOLDS

During this time frame, your cybersecurity platform analyzed **48,959** autorun events to discover persistent footholds that, if not remediated quickly, could become malicious threats to your business.

Of those events, there were **0** autorun signals detected.

CANARIES IN YOUR MINE

528

Protected User Profiles
with **1,821** total canary files, deploying multiple canary files per user

0

Ransomware Incidents Reported
across **180** endpoints

Department Activities:

Switch replacement for PD has been assessed and the process for replacement will be in two phases. All main server switches will be replaced first, then all HVAC and door switches will be replaced second. Anticipate completion mid-June.

PD needs a new CJIS compliant wireless network. Expected completion end of June.

80 PCs are End of Life in October 2025. The process to replace these PCs has begun, however, funding will limit the number of PCs replaced annually to 30. So far 19 will have been replaced FY 25.

Staff will be transitioning to new remote software which will consolidate which process is used for remote work.

A review of our phone system cost and service is underway. We are currently paying month to month with Direct Link and our costs are higher due to a lack of a contract. We are evaluating various voice over IP vendors to reduce costs.










City of Canby Bi-Monthly Report
Department: Library
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
 From: Marisa Ely, Library Director
 Prepared by: Same as above
 Through: Eileen Stein, City Administrator
 Date: May 21, 2025

2025 Council Goals & Objectives:

Promote Financial Stability: *Develop a Plan to Fund Current and Expanded Library Services*

Statistics

| | |
|---|---|
|  <div> CANBY PUBLIC LIBRARY MAR/APR '25 SNAPSHOT </div> | |
| Items added to the collection - 1,368  | Room reservations 279 |
| Holds filled 8,879 |  New cards 225* |
| Checkouts  Digital: 9,676* Physical: 42,882* | General Interest & Self-Directed: 19 events - 1,154 participants |
| Items checked in 42,830 |  Adult events - 23 Participants - 371 |
| Customer interactions - 3,607*  | Children's events - 43 Participants - 672 |
| Visitors 17,802* |  Teen events - 12 Participants - 58 |

* = stats with high increases from previous reports

Department Activities:

- Other programming:
 - Self-directed activities: 11 events / 269 participants
 - General Interest: 2 events / 108 participants
 - Including **Earth Day event** with *Canby Kiwanis & Bridging Cultures* ESL Class Presentation/Tour on Library Services & Resources

- **Canby Reads 2025:** 6 events / 777 participants

Our Canby Reads selection for 2025 was *Remarkably Bright Creatures*. A variety of programs for all age groups invited the community to interact with this year's book including an octopus scavenger hunt; a digital aquarium; Tiny Art Maker Lab, Tiny Art Show, and Tiny Art display; a Trivia Night in collaboration with the *Canby Beer Library*, and a community discussion and virtual visit from New York Times Best Selling author Shelby Van Pelt!



- Our April 26th **Volunteer Day** saw 11 members of the community cleaning up the library and preparing supplies for Summer Reading and Spice Club. Participants were a mix of families, individuals, and community organizations, all of whose service was greatly appreciated!
- *National Library Week Proclamation* (April 6 - 12) at 4/2 City Council Meeting →
- Library Funding Presentation at 4/16 City Council Meeting by Marisa Ely, Library Director (in response to Council Goal above)
- Upcoming events:
 - May 1st: Library Open House and online survey about library services opens (closes May 31st)
 - Summer Reading Program starts June 2nd
 - *Mini Grants for Rural Libraries* events coming this Summer!





City of Canby Bi-Monthly Report
Department: Police
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
 From: Chief Jorge Tro
 Prepared by: Katie McRobbie, Administrative Supervisor
 Through: Eileen Stein, City Administrator
 Date: May 21, 2025

2025 Council Goals & Objectives: *N/A - See Department Activities below.*

STATISTICS:

| | MAR | APR |
|---|------|------|
| Calls for Service - Dispatched 911 / Non-Emergency Calls / Self-Dispatched Calls | 1193 | 1047 |
| PROPERTY CRIMES REPORTED | | |
| Burglary | 0 | 1 |
| Unauthorized Use of Motor Vehicle / Unlawful Entry into Motor Vehicle | 0 | 0 |
| Robbery | 1 | 0 |
| Theft I, II, & III | 6 | 3 |
| Forgery / Counterfeiting | 1 | 0 |
| Trespass | 6 | 4 |
| Vandalism / Criminal Mischief | 3 | 3 |
| PERSON CRIMES REPORTED | | |
| Assault I, II, IV | 0 | 1 |
| Carrying Concealed Weapons (knife, blade, etc.) | 0 | 2 |
| Disorderly Conduct (includes resisting arrest) | 2 | 3 |
| Endangering Welfare of a Minor / Recklessly Endangering | 1 | 0 |
| Felon in Possession of Firearm / Restricted Weapon | 0 | 1 |
| Harassment, Intimidation or Threats | 7 | 7 |
| Identity Theft | 2 | 0 |
| Interfering with Peace Officer | 0 | 0 |
| Menacing | 1 | 1 |
| Sex Offenses | 2 | 4 |
| Strangulation | 0 | 0 |
| ARRESTS | | |
| Warrant Arrests (includes contempt of court, restraining order violations, parole violations) | 13 | 12 |
| Adult and Juvenile Custodies (includes juvenile curfew) | 37 | 33 |

| DRUG CRIMES | | |
|---|-----|-----|
| Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth) | 5 | 2 |
| Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth) | 2 | 0 |
| Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth) | 0 | 0 |
| TRAFFIC CRIMES, ACCIDENTS, CITATIONS | | |
| Attempt to Elude | 1 | 0 |
| Driving Under the Influence of Intoxicants (Alcohol & Controlled Substance) | 12 | 7 |
| Other Traffic Crimes (Hit & Run, Driving While Suspended / Revoked, Reckless Driving, Failure to Surrender Suspended License / Use Invalid License) | 9 | 13 |
| Traffic Accidents | 7 | 8 |
| Traffic Citations | 414 | 333 |

Department Activities:

- Civic Engagement Academy held at the PD
- CPA Bargaining
- Swearing in Ceremony for Officer Ami Minor
- 'Lunch with Da Law' – provided by Canby Kiwanis
- Canby Prevention Coalition
- Monthly Police / Fire Meeting
- Chief Tro and Captain Gonzalez attended Metropolitan Law Enforcement Dinner
- Chief Tro attended the Canby Center Dinner
- Chief Tro attended annual Oregon Association of Chief's of Police conference



City of Canby Bi-Monthly Report
Department: Development Services
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Don Hardy, Planning Director
Prepared by: Laney Fouse Lawrence, Planning Technician
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2025 Council Goals & Objectives:

Goal 1.3 Adjust the City's System Development Charges (SDCs).

- Two city council work sessions (February 19 and March 19) covered parks, sewer and storm and transportation system development charge, background, need, options and methodology and the next work session is anticipated on June 4. A 90-day State notice and 60-day review period are required. Our current SDC work is targeting parks SDC's with the Parks and Recreation Advisory Committee, and the last meeting was on April 15 and focused on the 20-year parks list and the next meeting is on May 20 to refine the 20-year list and develop and level of service standard.

Goal 2.1 Complete the City's Housing Needs Analysis (HNA) and Housing Production Strategy (HPS).

- The City Council approved the HNA and DLCD provided us with a letter identifying that no appeals occurred and that the HNA is valid for four years. The HPS is anticipated to be ready for hearing in December 2025. Staff are awaiting the results of other communities completing their HPS's to determine if financial commitments will be required. A City Council work session is planned in July to seek input from the Council before proceeding to hearings.

Goal 2.4 Complete the City's development code update

- The Housing Efficiency Measures (planned unit development and cottage cluster code) were adopted by City Council on November 6, 2024 with a second reading on November 20, 2024 and there were no state objections or appeals. The full City development code update will require consultant assistance, and subject to city council budget approval, the code update will begin in FY25/26. Clackamas County is completing a development code audit, and our staff will be looking at the merits of a similar code audit combined with a code update. Staff will be developing a scope of work for addressing the code update for an anticipated RFP to hire a consultant and will also be looking for DLCD grants that may provide funding for the code update.

Statistics:

Land Use Application Activity:¹

1. **Pre-Application Conferences** held for the period of March 1 – April 30, 2025: None
2. **Pre-Construction Conferences** held for the period of March 1 – April 30, 2025: Dahlia Glen Subdivision, Mark's Place Phase 2B and OLCC.

¹ Note that the applications listed here do not capture the department's full backlog of active land use applications and site plan reviews, many of which were either submitted prior to this reporting period or have been submitted but are currently deemed incomplete applications.

3. **Site Plans Submitted for Zoning Conformance** March 1 – April 30, 2025: 21 site plan review applications were submitted and have been or are being released for building permits
4. **Signs Submitted for Plan Review** March 1 – April 30, 2025: 2 applications submitted

Planning Commission Activity:

1. Agenda Items Reviewed March 1 – April 30, 2025: During this period, the Planning Commission:
 - a. Held a public hearing on **SUB 2-01 – Dahlia Glen Subdivision.**
 - b. Held a public hearing on **CUP 24-02 – Canby Adult Center.**
 - c. Held a work session to discuss its **Comprehensive Plan, Transportation System Plan and Urban Growth Boundary (UGB) Update.**
 - d. Held a work session to discuss **Fence Code Revisions.**



City of Canby Bi-Monthly Report
Department: Public Works
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Jerry Nelzen, Public Works Director
Prepared by: Maria Toledo, Office Specialist
Through: Eileen Stein, City Administrator
Date: May 21, 2025

Facilities Maintenance Department

Statistics:

| Facilities | Total Hours |
|------------|-------------|
| March | 152 |
| April | 152 |

Department Activities:

March began with some complications due to the elevator at City Hall being out of service. What was initially expected to be a one or two day closure turned into a full week, due to delayed parts and issues during maintenance.

March and April have been busy months focused on budgeting and planning for the new fiscal year. We ended April by increasing janitorial service hours at our busiest facility, the library. This adjustment was made after the Wastewater building chose to discontinue its janitorial services, allowing us to reallocate those hours to higher-traffic areas like the library. This change has been a positive improvement to the library as it has helped ensure the building remains clean and well-maintained throughout the day.



Parks Department

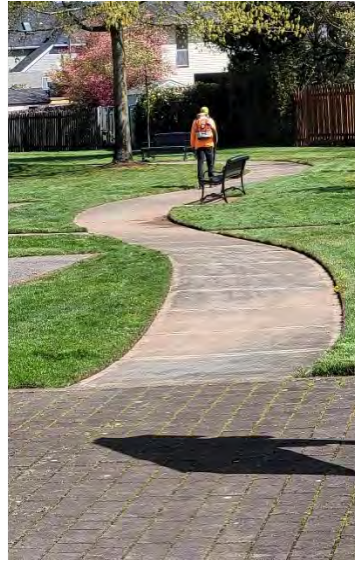
Statistics:

March hours 1043.5 April hours 1065.5

Department Activities:

March started out with an irrigation break at Zion Cemetery. Metal roofing was installed at Legacy and Maple Park restrooms. The original asphalt tab roof was well over its lifespan of 20 years. This metal roof will last for years and protect the restrooms of potential costly repairs.

Edging and mowing ramped up in April. The Parks Dept. had a demo of a “Grass hopper” mower. This has a high-lift dump that allows us to dump in our trucks. Our old high-lift mowers are well over 20 years and parts are harder to come by. We like the “Grass hopper mower and hope to purchase one after July 1.



Sewer Collections Department

Statistics:

| March Sewer | Total Hours |
|--------------------------|-------------|
| Sewer Cleaning | 179.5 |
| Sewer Maintenance/Repair | 19 |
| Sewer TV'ing | 13 |
| Lift Station Maintenance | 44 |
| Locating Utilities | 85 |
| Sewer Inspections | 0 |
| Vactor Usage | 0 |

| April Sewer | Total Hours |
|--------------------------|-------------|
| Sewer Cleaning | 273 |
| Sewer Maintenance/Repair | 73 |
| Sewer TV'ing | 5 |
| Lift Station Maintenance | 115 |
| Locating Utilities | 17 |
| Sewer Inspections | 3 |
| Vactor Usage | 0 |

Department Activities:

Day-to-day tasks include repairing clogged sewers and replacing damaged sewer lines. Disposing of unnecessary items down sewer lines can cause severe damage, potentially leading to excavations and partial to full pipe replacements.



Streets Department

Statistics:

| March Streets | Total Hours |
|-------------------------------|-------------|
| Street Maintenance | 370 |
| Sidewalks Inspections | 0 |
| Driveway Approach Inspections | 2 |
| Street Sign Maintenance | 22 |
| Street Sign Manufacturing | 10 |
| Streetlight Repair | 0 |
| Tree Trimming | 0 |
| Tree Planting | 0 |
| Dump Truck | 0 |
| Mini Trackhoe | 0 |
| April Streets | Total Hours |
| Street Maintenance | 281 |
| Sidewalk Inspections | 1 |
| Driveway Approaches | 5 |
| Street Sign Manufacturing | 30 |
| Street Sign Maintenance | 72 |
| Streetlights | 13 |
| Tree Maintenance | 13 |
| Mini Trackhoe | 0 |



Department Activities:

The past couple of months, the Canby Streets Department has taken advantage on the favorable weather conditions to advance in several projects. One of them, being the Canby Area Transit (CAT), upgrades to its bus shelter stations, improving accessibility and comfort for riders. Additionally, removing graffiti near Timber Park to maintain the City looking safe and presentable to their citizens and visitors.

Storm Water

Statistics:

| March Storm | Total Hours |
|-------------------------------|-------------|
| Catch Basin Maintenance | 1 |
| Drywell Maintenance | 0 |
| Storm line Maintenance/Repair | 0 |
| Storm line Inspections | 2 |
| Vactor Usage | 0 |
| Erosion Control Inspections | 2 |
| Drying Beds | 0 |
| April Storm | Total Hours |
| Catch Basin Maintenance | 0 |
| Drywell Maintenance | 0 |
| Storm line Maintenance/Repair | 0 |
| Storm line Inspections | 1 |
| Vactor Usage | 0 |
| Erosion Control Inspections | 0 |
| Drying Beds | 0 |

Department Activities:

As mentioned earlier, the good weather allowed us to make progress on several projects. The Storm team collaborated closely with the Streets department to extend the storm line to 99E in support of the bus shelter project.



Wastewater Treatment Plant

| NPDES Permit Parameter | NPDES Permit Limit | WWTP - March Monthly Avg | WWTP - April Monthly Avg |
|----------------------------------|--------------------|--------------------------|--------------------------|
| Biochemical Oxygen Demand (CBOD) | 25 mg/l | 3 mg/l | 2 mg/l |
| Total Suspended Solids (TSS) | 30 mg/l | 4 mg/l | 2 mg/l |
| BOD Removal Efficiency | 85% | 99% | 99% |
| TSS Removal Efficiency | 85% | 98% | 99% |

The WWTP Team Gets Work Done and Welcomes New Maintenance Technician, Quinn Wolf



The WWTP maintained 100% NPDES permit compliance throughout March and April, with zero safety incidents reported. Important safety, security and compliance improvements were completed at the WWTP, including:

- A **motorized front gate** and perimeter fencing were installed to improve site security and to control facility access.
- **Weir brushes** on the secondary clarifiers were replaced to help reduce algae accumulation during the summer. This contributes to improved UV transmittance and contributes to NPDES permit compliance.
- **Hazardous and dead trees** were removed to eliminate risks of damage to infrastructure.
- The **solids booster pump** was successfully repaired and returned to service.
- The **lime slurry mixer** was repaired, improving process health and improved settleability.
- The **polymer control board** was upgraded to modernized system after repeated failures in the previous unit caused a backlog of solids and increased overtime for solids processing.

| Solids Processing | | | |
|-------------------|-----------------------|-----------------------------|------------------------------|
| Month | WWTP Solids Processed | WWTP - Belt Press Operation | Solids Hauled to Heard Farms |
| March | 1,007,100 gallons | 21 days | 315 wet tons/11 loads |
| April | 1,026,700 gallons | 22 days | 320 wet tons/7 loads |

| Laboratory Tests Performed | Laboratory Sampling Events |
|---|--|
| <ul style="list-style-type: none"> Process Control: 184 Compliance: 150 Outside Contract Lab: 17 Industrial Compliance/Noncompliance: 8 | <ul style="list-style-type: none"> Permitted Sampling Events: 16 Permitted Industrial Sampling Events: 0 OSU Influent Sampling Events: 8 Additional Sampling Events: 1 |

| Pretreatment & Environmental Compliance | | | |
|---|------|--|-----|
| Discharge Compliance: Permit & BMP | 100% | Restaurant FOG Compliance | 92% |
| Inspections: Discharge Permit, BMP & FOG | 2 | Building Plans & Business License | 16 |
| Wetland/Stormwater Inspections | 1 | | |
| Environmental Survey Review | 14 | Pretreatment Industrial Users | 96 |
| Industrial Users with Non-Domestic Wastewater Discharge | 183 | Industrial Users with Domestic Only Wastewater Discharge | 447 |

UV Disinfection Upgrade: City Council approved the use of Progressive Design-Build as the preferred delivery method for the UV disinfection project at the WWTP. A solicitation for proposals was posted, proposals were received, reviewed, and ranked in accordance with established evaluation criteria.



Dewatering Equipment Replacement Planning:

Staff conducted a site visit to the Lynnwood, WA, WWTP to evaluate a screw press system currently under consideration for inclusion in the FY26 budget as a replacement for aging solids dewatering equipment.

Pretreatment Program & Professional Development: In mid-March, Steve Gering presented Resolution No. 1422 to City Council, recommending updated Local Limits for the City's

pretreatment program; the resolution was subsequently adopted. In addition, Steve received his certification as a Certified Erosion and Sediment Control Lead (CESCL), qualifying him to serve as a certified inspector for stormwater and sediment control activities.



\$2,500 Grant from Oregon State University: This grant was awarded in recognition of our participation in the wastewater surveillance program. Through this program, we've been collecting samples to help the health department monitor human pathogen concentration in collaboration with OSU, supporting proactive, data-driven public health efforts in our community.

Safety Compliance & Training:

Staff completed training in confined space entry, defensive driving, fall protection, discrimination and harassment prevention, and active threat response. Team members participated in both City and Public Works safety committee meetings and completed three Job Safety Analyses.



City of Canby Bi-Monthly Report
Department: Canby Swim Center
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Eric Laitnen, Aquatic Program Manager
Prepared by: Same as Above
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2024 Council Goals & Objectives: See Department Activities.

Statistics: See attached. Revenue is down \$3,000 for the year but up \$400 the last two months, and attendance is up 400 swims over the same months of last year.

Department Activities:

- Spring Lessons are in full swing, and second grade lessons also continue until the end of the school year. The triathlon is May 10th at the Canby Swim Center. We get a pretty good draw from all over the northwest for our sprint triathlon. It is full, with 260 swimmers and 300 participants including relays. Hoping for good weather and spectators are welcome. Home base is here at the Canby Swim Center.
- We have been hiring and training lifeguards and swim instructors for the summer. Right now, I think our staffing is going pretty well. As you may expect our busy time is now until the fall. We go on overload when school gets out. The summer will be full of swimming lessons, swim team, Jr swim team and public swims in addition to our regular programing.
- Summer Lesson Registration is coming soon. We begin on May 14th at 10am. Classes go very fast for the beginning of the summer. We do always have openings available in August and Theresa will do her best to get everyone into lessons. Registering on-line is faster, but you need to set up your account before the day of lesson registration, no matter if you register on-line or in person. Staff can help people get set up if needed.

SUBJECT:

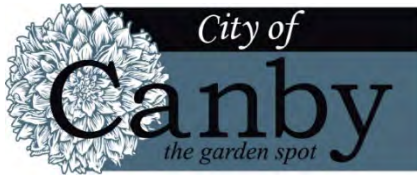
March 2025 Monthly Attendance Numbers

| CANBY SWIM CENTER | ADMIT | ADMIT | PASS | PASS | TOTAL | TOTAL | YTD TOTAL | YTD TOTAL |
|----------------------------|-------|-------|------|------|-------|-------|-----------|-----------|
| March | 2024 | 2025 | 2024 | 2025 | 2024 | 2025 | 23-24 | 24-25 |
| MORNING LAP | 21 | 48 | 342 | 358 | 363 | 406 | 3141 | 3389 |
| ADULT RECREATION SWIM | 49 | 59 | 361 | 490 | 410 | 549 | 3093 | 3987 |
| MORNING WATER EXERCISE | 76 | 84 | 202 | 94 | 278 | 178 | 2455 | 2063 |
| PARENT/ CHILD/ Family Swim | 176 | 208 | 0 | 0 | 176 | 208 | 1735 | 2124 |
| MORNING PUBLIC LESSONS | 0 | 0 | 0 | 0 | 0 | 0 | 3262 | 3262 |
| SCHOOL LESSONS | 276 | 296 | 0 | 0 | 276 | 296 | 460 | 541 |
| NOON LAP | 118 | 158 | 378 | 469 | 496 | 627 | 3616 | 3950 |
| AFTERNOON PUBLIC | 632 | 579 | 17 | 25 | 649 | 604 | 3911 | 3930 |
| PENGUIN CLUB | 0 | 0 | 114 | 133 | 114 | 133 | 1215 | 818 |
| CANBY H.S. SWIM TEAM | 0 | 0 | 0 | 0 | 0 | 0 | 1767 | 1221 |
| CANBY GATORS | 0 | 0 | 504 | 288 | 504 | 288 | 5374 | 5265 |
| MASTER SWIMMING | 0 | 0 | 28 | 24 | 28 | 24 | 128 | 154 |
| EVENING LESSONS | 824 | 895 | 0 | 0 | 824 | 895 | 7075 | 7404 |
| EVENING LAP SWIM | 35 | 47 | 38 | 35 | 73 | 82 | 733 | 696 |
| EVENING PUBLIC SWIM | 296 | 201 | 14 | 7 | 310 | 208 | 2146 | 1762 |
| ADULT LESSONS | 9 | 36 | 0 | 0 | 9 | 36 | 128 | 176 |
| GROUPS AND RENTALS | 16 | 2 | 0 | 0 | 16 | 2 | 117 | 47 |
| OUTREACH SWIMMING | 0 | 20 | 0 | 0 | 0 | 20 | 0 | 110 |
| | | | | | | | | |
| TOTAL ATTENDANCE | 2528 | 2633 | 1998 | 1923 | 4526 | 4556 | 40356 | 40899 |

SUBJECT:

April 2025 Monthly Attendance Numbers

| CANBY SWIM CENTER | ADMIT | ADMIT | PASS | PASS | TOTAL | TOTAL | YTD TOTAL | YTD TOTAL |
|----------------------------|-------|-------|------|------|-------|-------|-----------|-----------|
| March | 2024 | 2025 | 2024 | 2025 | 2024 | 2025 | 23-24 | 24-25 |
| MORNING LAP | 29 | 33 | 368 | 365 | 397 | 398 | 3538 | 3787 |
| ADULT RECREATION SWIM | 39 | 25 | 402 | 440 | 441 | 465 | 3534 | 4452 |
| MORNING WATER EXERCISE | 118 | 105 | 225 | 165 | 343 | 270 | 2798 | 2333 |
| PARENT/ CHILD/ Family Swim | 238 | 284 | 0 | 0 | 238 | 284 | 1973 | 2408 |
| MORNING PUBLIC LESSONS | 0 | 0 | 0 | 0 | 0 | 0 | 3262 | 3262 |
| SCHOOL LESSONS | 1184 | 1077 | 0 | 0 | 1184 | 1077 | 1644 | 1618 |
| NOON LAP | 129 | 165 | 422 | 411 | 551 | 576 | 4167 | 4526 |
| AFTERNOON PUBLIC | 232 | 207 | 5 | 8 | 237 | 215 | 4148 | 4145 |
| PENGUIN CLUB | 0 | 0 | 196 | 189 | 196 | 189 | 1411 | 1007 |
| CANBY H.S. SWIM TEAM | 0 | 0 | 0 | 0 | 0 | 0 | 1767 | 1221 |
| CANBY GATORS | 0 | 0 | 558 | 669 | 558 | 669 | 5932 | 5934 |
| MASTER SWIMMING | 0 | 0 | 27 | 37 | 27 | 37 | 155 | 191 |
| EVENING LESSONS | 1326 | 1227 | 0 | 0 | 1326 | 1227 | 8401 | 8631 |
| EVENING LAP SWIM | 65 | 61 | 57 | 32 | 122 | 93 | 855 | 789 |
| EVENING PUBLIC SWIM | 300 | 221 | 14 | 40 | 314 | 261 | 2460 | 2023 |
| ADULT LESSONS | 21 | 30 | 0 | 0 | 21 | 30 | 149 | 206 |
| GROUPS AND RENTALS | 10 | 15 | 0 | 0 | 10 | 15 | 127 | 62 |
| OUTREACH SWIMMING | 0 | 20 | 0 | 0 | 0 | 10 | 0 | 120 |
| | | | | | | | | |
| TOTAL ATTENDANCE | 3691 | 3470 | 2274 | 2356 | 5965 | 5816 | 46321 | 46715 |



City of Canby Bi-Monthly Report
Department: Transit
For Months of: March & April 2025

To: The Honorable Mayor Hodson & City Council
From: Todd Wood, Transit/ Fleet/ IT Director
Prepared by: Same as above
Through: Eileen Stein, City Administrator
Date: May 21, 2025

2025 Council Goals & Objectives:

Goal 1: Promote Financial Stability

See Grant Activities below

Goal 3: Plan a transportation system that eases the impacts of growth

See Transit Statistics below

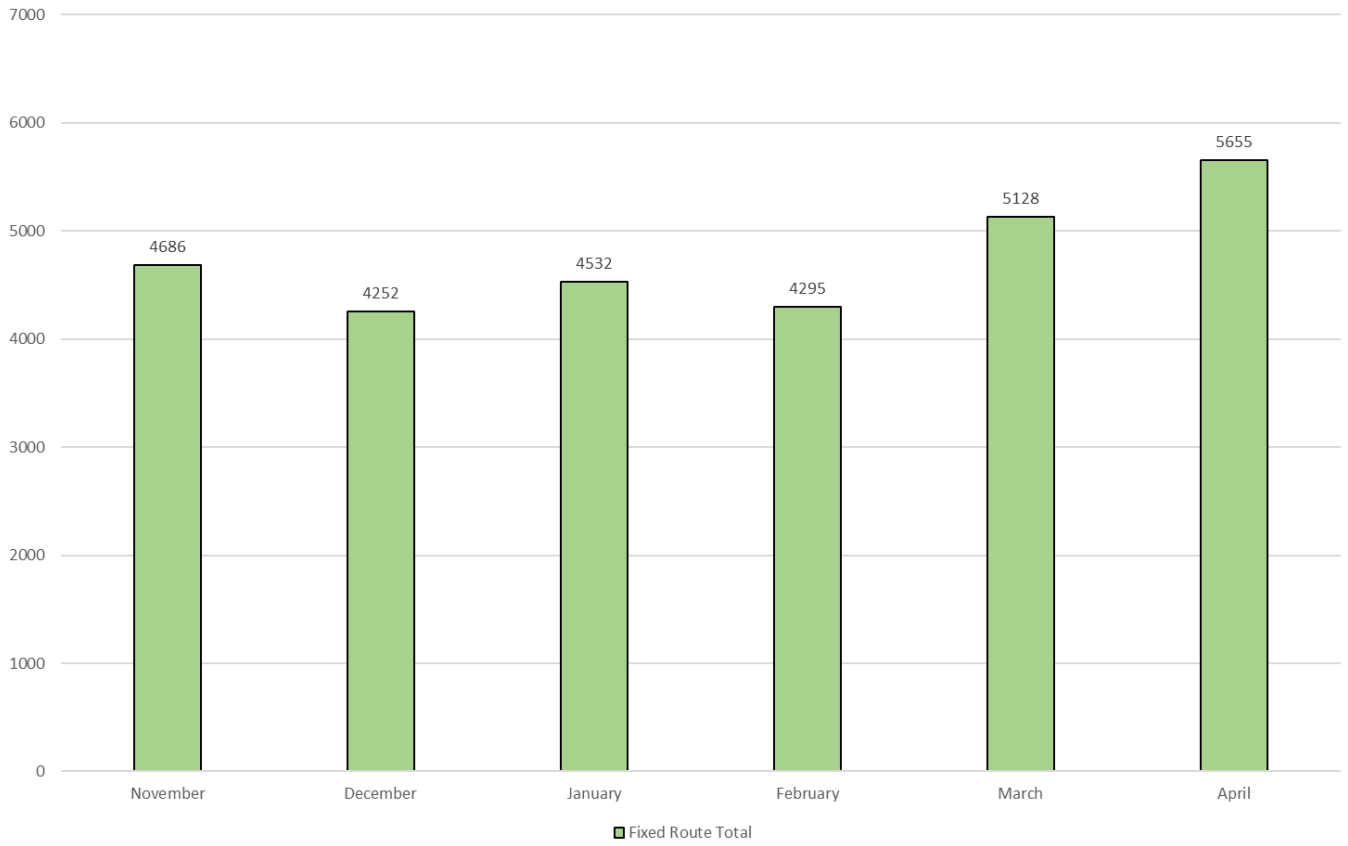
Statistics:

March average daily weekday daily 99x route ridership: 214 trips
March average daily weekend daily 99x route ridership: 128 trips
April average daily weekday daily 99x route ridership: 230 trips
April average daily weekend daily 99x route ridership: 151 trips

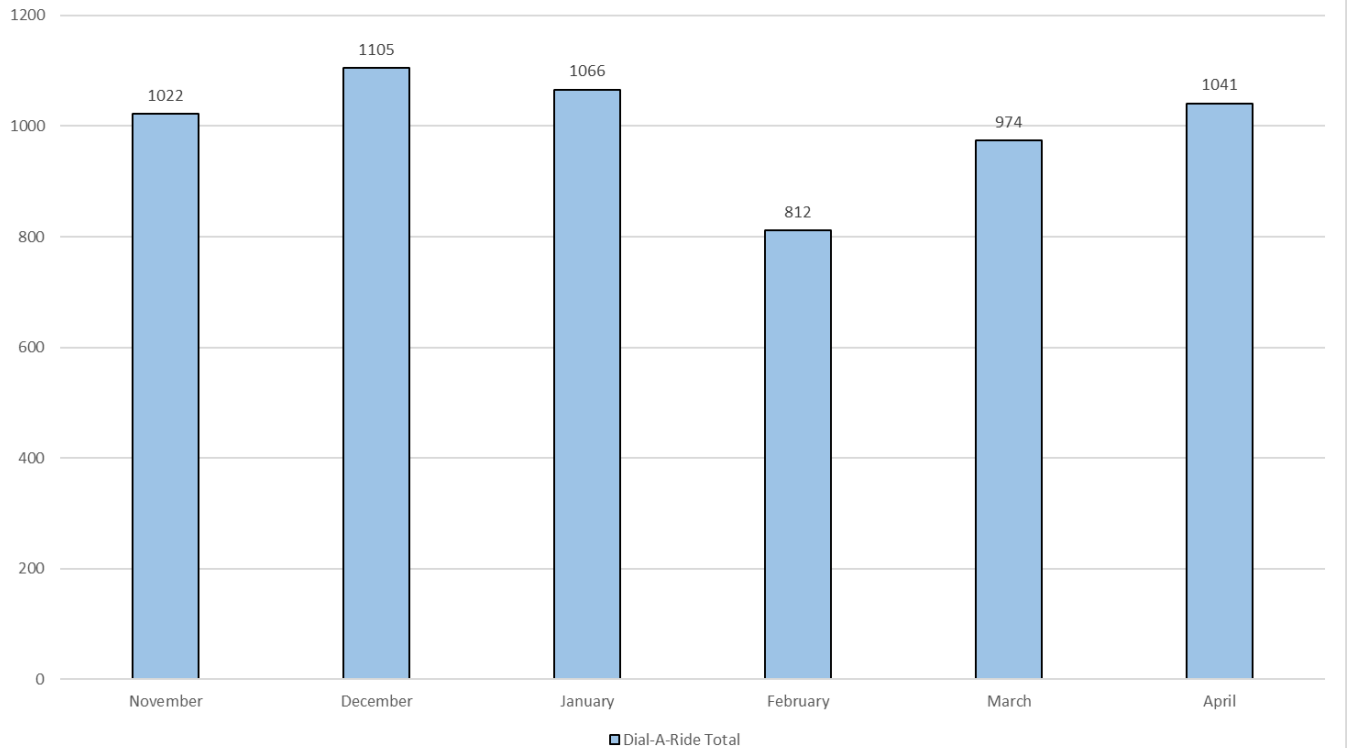
March average daily weekday Dial-a-Ride route ridership: 39 trips
March average daily weekend Dial-a-Ride route ridership: 30 trips
April average daily weekday Dial-a-Ride route ridership: 41 trips
April average daily weekend Dial-a-Ride route ridership: 33 trips

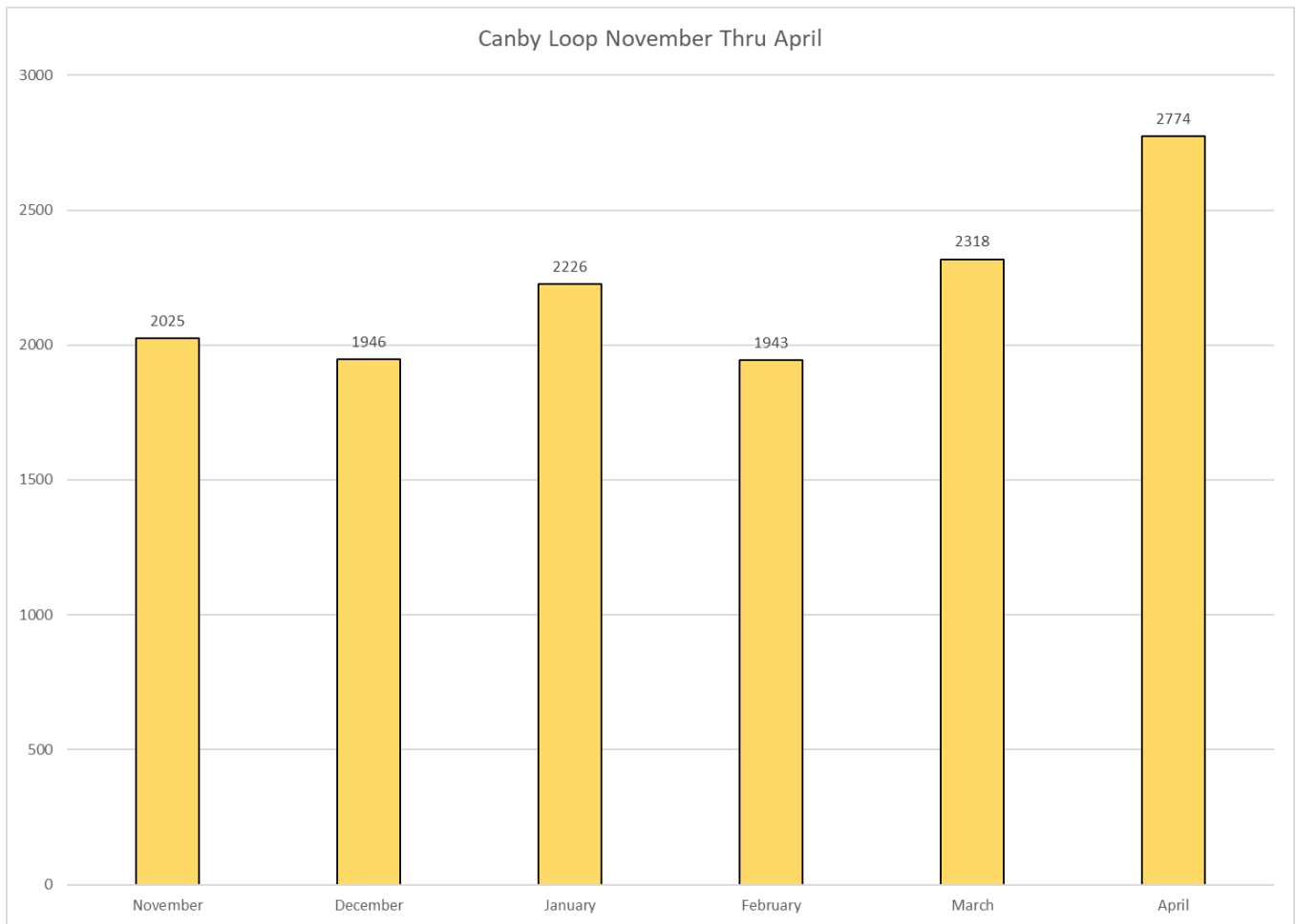
March average daily weekday daily Loop route ridership: 100 trips
March average daily weekend daily Loop route ridership: 62 trips
April average daily weekday daily Loop route ridership: 112 trips
April average daily weekend daily Loop route ridership: 79 trips

99x Ridership November Thru April



Dial-A-Ride Ridership November Thru April





Department Activities:

1) Grant Activities:

Submitted Reports for STIF, 5311, 5310 Grants
Submitted Final Quarterly Reimbursement Requests
Submitted Quarterly Charter Report

2) Transit Office

Transit is currently working with our landlord to expand our current office to potentially add an additional 800sqft of space. Transit will then look to build out the lot for bus storage.

3) Transit Advisory:

May 22nd at 6pm in the Council chambers. We will be discussing route changes in Woodburn as well as bus graphics design concepts.

4) New Vehicles:

Transit will begin the purchase of new vehicles after the 30-day waiting period.