



CITY COUNCIL Agenda

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

APRIL 2, 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

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. NEW EMPLOYEE INTRODUCTIONS

3. NATIONAL LIBRARY WEEK PROCLAMATION

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- 4. 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 April 2, 2025, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

5. CONSENT AGENDA

- a. Approval of the March 12, 2025, Special Called Work Session Minutes. Pg. 2
- b. Approval of the appointment of Member Tom O'Brien to the Traffic Safety Committee with a term ending June 30, 2025. Pg. 4

6. ORDINANCES & RESOLUTIONS

- a. Consider 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 for a second reading on April 16, 2025. (*First Reading*) Pg. 6

7. OLD BUSINESS

8. NEW BUSINESS

- a. Street Maintenance Fee Update
- b. Maple Street Park Improvements

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9. MAYOR’S BUSINESS

10. COUNCILOR COMMENTS & LIAISON REPORTS

11. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS

- a. FY 24-26 Council Goals Update

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12. CITIZEN INPUT

13. ACTION REVIEW

14. ADJOURN

EXECUTIVE SESSION – 8:00 PM

(Will begin at 8:00pm or after the Regular Meeting)

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

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



National Library Week 2025 Proclamation

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;
WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, programming, services, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I, Mayor Hodson, proclaim National Library Week, April 6-12, 2025. During this week, I encourage all residents to visit their local library to explore the wealth of resources available and support their library's service to the community.

Dated this 2nd day of April, 2025.

Brian Hodson
Mayor

**CANBY CITY COUNCIL
SPECIAL CALLED MEETING
WORK SESSION MINUTES
March 12, 2025**

PRESIDING: Brian Hodson

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

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Eileen Stein, City Administrator, and Emily Sasse, Recording Secretary.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 7:03 p.m.

PERFORMANCE EVALUATION PROCESS REVIEW:

Mayor Hodson said at the March 5 Council Meeting, three options were given for the annual review form plus an additional document from Councilor Padden. The Council decided to use the Option 1 form. Sally LaJoie, LaJoie Mediation, Arbitrations, and Consulting, was present to help Council form a process to use for the evaluation.

There was discussion regarding marrying items from Councilor Padden's work with Option 1, adding competencies like fiscal management, and addressing the scoring process.

The Council wanted to move forward with Option 1 for the current evaluation and incorporate Councilor Padden's proposal with Option 1 for the future process.

Councilor Padden clarified the goal/subgoal scoring in his document. The point of the document was to make it as fluid as possible so the Council could drive home the goals and improvements they wanted to see while providing a clear and obtainable path and not hampering future Councils with a rigid process.

There was discussion about implementation of the goal process, timeline and setup, creating measurable and quantifiable goals, and how the goals would most likely be modified/refined each year.

Ms. LaJoie discussed the need for the position description to align with the evaluation goals and grouping goals together to get them down to a manageable number.

Councilor Padden gave examples of how this type of evaluation was done at his job.

It was clarified the goals would not encompass everything in the job description, but would include the priorities of the Council or if a need had to be addressed.

Councilor Padden explained the final review steps he proposed. The Council and Mayor as a body would interview department heads and any other key staff one at a time. The questions

would pertain to the goals and an opportunity to share general thoughts on the City Administrator's performance. Each Councilor would provide an assessment and meet as a body to compare notes and give feedback. All notes/documents would be submitted for record keeping.

Other items discussed included how some parts of the evaluation represented a "pass" or "fail" while other parts were on a scale, labor laws, interviewing the directors with the whole Council in Executive Sessions, process timeline and aligning either with City Administrator's contract or the fiscal year, whether Council should interview the department heads or not, information bias and getting a balanced report from staff, and self-appraisal by the City Administrator.

Mayor Hodson would follow up on the legal question for department head interviews. There was consensus to create a subcommittee to work with the consultant on the future process.

Mayor Hodson adjourned the Work Session at 9:02 p.m.

DRAFT



CITY COUNCIL Staff Report

Meeting Date: 4/2/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Consider Traffic Safety Commission Appointment
Goal: Enhance Engagement and Communications that Represent Broad Perspectives

Summary

There is currently one vacancy on the Traffic Safety Commission. The vacancy has been advertised on the City's website.

Background

The City has [11 various Boards, Commissions and Committees](#): Bike and Pedestrian Committee, Budget Committee, Canby Utility Board, Heritage and Landmark Commission, Library Board, Parks and Recreation Advisory Board, Planning Commission, Public Transit Advisory Committee, Traffic Safety Commission, Urban Renewal Agency and the Urban Renewal Budget Committee. Each Board, Commission and Committee has members that are appointed by the City Council and the term lengths are established through the Canby City Charter or the City Code.

Discussion

Council President Traci Hensley and Staff Liaison Spencer Polack interviewed Tom O'Brien on March 14, 2025. After the interview, it was recommended Tom O'Brien be appointed to the Traffic Safety Commission.

Attachments

Tom O'Brien's Application

Fiscal Impact

None

Recommendation

1. Appoint Tom O'Brien to the Traffic Safety Commission.
2. Take no action.

Proposed Motion

"I move to approve the appointment of Member Tom O'Brien to the Traffic Safety Commission with a term ending June 30, 2025."



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

Date: 3/4/2025 Position Applying For: Traffic Safety Commission

Name: Tom O'Brien Occupation: Retired

Home Address: [REDACTED]

Employer: Retired Position: _____

Daytime Phone: [REDACTED] Evening Phone: [REDACTED]

E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? I am currently a member of two boards at Hope Village.

What are your major interests or concerns in the City's programs? _____

I value a city that provides adequate safety for it's residents, particularly children, pedestrians and it's motorists.

Reason for your interest in this position: I can bring a unique perspective based on my past experiences and volunteerism. In addition to children, the elderly can also be vulnerable wheninn an unsafe environment.

Experience and educational background: I have some college education. I also worked for the 3M Company for 26 years. Some of my efforts at 3M focused on traffic safety especially as it relates to commercial vehicle visibility and student transportation.

List any other City or County positions on which you serve or have served: _____

While a resident of Vadnais Heights, MN I served on the Public Safety Commission.

In Oregon City I served on the Chiefs Advisory Group & Citizen Involvement Council.

Referred by (if applicable): Tina Schimpf

Please return to:
City of Canby - Attn: Deputy City Recorder
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0720 Fax: 503.266.7961 Email: benhamm@canbyoregon.gov

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 12/2021

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



CITY COUNCIL Staff Report

Meeting Date: 4/2/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider Ordinance No. 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. (*First Reading*)
Goal: Plan a Transportation System that eases the impacts of growth
Objective: N/A

Summary

This Ordinance is to approve the engineering contract with Curran-McLeod, Inc. in the amount of \$126,000 for construction phase engineering for street improvements to NE 10th Avenue, from N Locust Street to N Pine Street. Improvements will include a curb and sidewalk on both sides of the road, widening and overlay of the existing travel lanes, installing a new sewer main with laterals and new storm system.

Background

This project has been listed in the Transportation System Plans since 1994 and has been delayed due to funding. The most recent TSP in 2010 and the System Development Charge in 2013 included this project as a pedestrian improvement to complete the sidewalk construction.

Discussion

The existing right-of-way width on NE 10th Avenue is 40 feet wide. To construct the typical Neighborhood Route cross section detailed in the TSP, the right-of-way width would need to be 50 feet wide. The typical section includes two 10-foot travel lanes, two 8-foot parking spaces, and two 6' sidewalks. A neighborhood route does not require a separate bike lane.

In 2010 the City began securing easements from adjoining property owners to expand the existing 40-foot right-of-way to accommodate on-street parking. To date the City has secured approximately half of the easements desired. The City has offered each property owner the option of on-street parking if they provide the easement. In the absence of easements, the improvements will still include full width travel lanes centered within the existing right-of-way, however, the section will not include on-street parking without the easement.

Attachments

Ordinance No. 1641
Personal Services Contract with CURRAN-McLEOD, INC.

Fiscal Impact

This project is budgeted at \$3.4 million for FY 23-24 and is funded by Transportation System Development Charge Improvement and Reimbursement fees. After going into the bid process, we had 18 bidders and excavating was awarded the contract at \$2,808,695. Design cost for engineering came to \$159,000. Executing the \$126,000 contract for the construction phase engineering keeps us well under budget. This will allow us to have engineering support through project completion.

Options

1. Approve the contract.
2. Don't approve and ask staff to manage the project without engineering support.

Recommendation

That the City of Canby approve Ordinance No. 1641 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.

Proposed Motion

"I move to approve Ordinance No. 1641, 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 to a second reading on April 16, 2025."

ORDINANCE NO. 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.

WHEREAS, the City of Canby seeks to improve NE 10th Avenue from N. Locust Street to N. Pine Street;

WHEREAS, the City of Canby went through a competitive process to hire Curran-McLeod, Inc. Consulting Engineers for construction phase engineering, and Curran-McLeod, Inc. has been involved with all design and planning of NE 10th Avenue including this project; and

WHEREAS, the City of Canby desires to secure a cost effective contract for the requisite engineering services for this integral service.

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 CURRAN-MCLEOD, INC. for engineering services in an amount not to exceed \$126,000 for construction phase engineering for NE 10th Avenue from N. Locust Street to N. Pine Street construction project.

Section 2. The effective date of the Ordinance shall be April 16, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, April 2, 2025 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, April 16, 2025 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on Wednesday April 16, 2025, by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

CONSTRUCTION-RELATED PROFESSIONAL SERVICES AGREEMENT

NE 10th Ave Improvements

This Agreement is entered into between the City of Canby, a municipal corporation of the State of Oregon (“City”), and CURRAN-McLEOD, Inc., a Corporation in the state of Oregon (“Consultant”). This Agreement is made effective as of May 16, 2025 (the “Effective Date”). This Agreement may refer to the City and Consultant individually as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City requires the services of an Oregon certified professional to provide engineering-related technical services for the NE 10th Ave project, including qualified engineering firms or consultants with demonstrated experience to provide engineering services construction documentation, construction inspection, technical expertise in both field and office settings, project management, specialized inspection, transportation specialist support at public meetings, value engineering, or other transportation planning and engineering services as may be needed to support the project. (the “Services”); and

WHEREAS, the City conducted a formal solicitation for the Services, and Consultant responded by submitting a proposal for the Services dated March 10, 2025 (the “Proposal”); and

WHEREAS, the City duly selected Consultant to provide the Services, for which the City Council issued the Notice of Intent to Award on March 13, 2025; and

WHEREAS, the City desires to contract with the Consultant to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Consultant agree as follows:

1. Term

The term of this Agreement shall be from the Effective Date until not later than twenty four (24) months unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement’s term shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. Consultant’s Services

The Consultant's Services and schedule for performance are set forth in Exhibit A. Any conflict between this Agreement and Consultant's Proposal shall be resolved first in favor of this Agreement. Consultant will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the City to terminate this Agreement for breach.

3. Consultant's Identification

Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.

4. Compensation

Consultant's fee for completion of all Services will not exceed \$126,000 without prior approval. Upon completion of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Consultant at the times and in the amount(s) set forth in this Agreement and in accordance with Exhibit B.

Consultant shall submit monthly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom it was performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in writing by the City. Mileage will be reimbursed for only one vehicle and only at the current in effect IRS rate. Meals will be at the current in effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA daily rate. No reimbursement will be made for any alcohol purchases or parking or traffic citations.

The City shall make payments in a timely manner, within thirty (30) days of receipt of a request for payment. Requests for payment received from the Consultant pursuant to this Agreement will be reviewed and approved by the City prior to payment. If the City does not pay within thirty (30) days of receipt of a request for payment that is acceptable to the City, the request for payment shall incur a service charge of 1.5% per month on the unpaid monthly balance.

The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any

design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Consultant must promptly pay all sums due to subconsultants for services and reimbursable expenses after receiving payment for those services from City.

5. Project Managers and Notice

The Parties designate the following individuals as their Project Manager, who are designated to send and receive any notices required under this Agreement.

City's Project Manager

Jerry Nelzen
1470 NE Territorial Rd
Canby, Oregon 97013
e: NelzenJ@canbyoregon.gov
p: 971-253-9173

Consultant's Project Manager

Curt McLeod, PE
6655 SW Hampton, Ste 210
Portland, OR 97223
e: CJM@Curran-McLeod.com
p: (503) 475-0431

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Consultant's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

KEY PERSONS. The Parties agree that the City relied on the special qualifications of each Key Person as a material inducement to enter into this Agreement. For purpose of this Contract, "Key Person" means the persons identified in **the proposal for services dated March 10, 2025, and as listed in the attached Exhibit A Work Scope correspondence.** The City is engaging the expertise, experience, judgment, and personal attention of such Key Persons under this Contract. Neither Consultant nor any Key Person shall delegate performance of the duties and obligations of such Key Person under this Contract to any other employee, agent or subcontractor of Consultant unless the City provides prior written consent to such delegation. Consultant shall not reassign or transfer a Key Person to other duties or positions so that the Key Person is no longer available to provide the City with that Key Person's services unless the City provides prior written consent to the reassignment or transfer, or the reassignment or transfer is required based on the termination of employment, illness, death, disability or other similar cause. The Parties further agree that Consultant's change in Key Persons include various project inefficiencies that will cause damages to City but that are difficult to be determined. The Consultant agrees to not invoice the City for any time expended to affect a change in key persons.

All notices shall be made in writing and may be given by personal delivery, first class mail or email. Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

6. Project Information

Consultant agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services. Consultant shall not provide any information, news, or press releases related to the Services to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Consultant shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Consultant has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

8. Consultant is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect Consultant's independent ability (or the ability of Consultant's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Consultant Representations and Warranties

i. Consultant has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.

ii. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

iv. Consultant is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.

v. Consultant is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Consultant under this Agreement.

vi. Consultant is not an employee of the City, any special district, local government, the federal government or the State of Oregon.

vii. Consultant has complied and will continue to comply with all Oregon laws applicable to the performance of Consultant's obligations under this Agreement.

viii. Consultant, and Consultant's employees and subconsultants, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

ix. The Consultant has inspected the Project site and all of the surrounding locations to the extent necessary to perform the Services.

x. Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with standards prevalent in the Consultant's industry, trade or profession under similar conditions and circumstances.

xi. Consultant has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Consultant prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty.

xiii. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Consultant's Services rendered in the performance of Consultant's obligations under this Agreement, are provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Consultant provides.

10. Indemnity

i. Unless otherwise limited by ORS 30.140, Consultant shall indemnify and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, arising out of, or resulting directly or indirectly from, the professional negligent acts, errors or omissions of Consultant or its subcontractors, subconsultants, suppliers, agents or employees in performance of professional services under this Agreement. Where limited by ORS 30.140, Consultant's duty to defend the City against a claim for professional negligence and relating to the professional services provided by Consultant shall not arise until the Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and such obligation shall not exceed the proportionate fault of the Consultant.

ii. The Consultant shall indemnify, defend, and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, to the extent they arise out of, or result directly or indirectly from, all other negligent acts or omissions of the Consultant, or any of its subcontractors, subconsultants, suppliers, agents or employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection (a) of this Section.

iii. The obligations of the indemnifications extended by the Consultant to the City shall survive the termination or expiration of this Agreement.

iv. Except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant or Consultant's agents, representatives, subcontractors or subconsultants, the indemnities in subsection (i) and (ii) do not require Consultant or Consultant's surety (if any) or insurer to indemnify the City for damage arising out of the death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the City.

11. Insurance

Consultant and its subcontractors and subconsultants shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Consultant and its subcontractors and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from the liabilities that might arise out of the performance of the work under this Agreement by Consultant, its agents, representatives, employees, subcontractors or subconsultants, and Consultant may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance:

- a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
- b. The policy shall be endorsed to name the City of Canby and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Consultant related to this Agreement.
- c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- d. The Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Automobile Insurance:

- a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. Automobile Liability coverage shall be written in an amount not less than \$1,000,000 combined single limit.
 - b. The policy shall be endorsed to include the City, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Consultant relating to this Agreement.
 - c. The City shall be an additional insured to the full limits of liability purchased by the Consultant.

- iii. Workers' Compensation Coverage: Consultant certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within ten (10) days after contract award a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

- iv. Professional Liability (Errors and Omissions Liability): Consultant shall provide City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than \$2,000,000 combined single limit per occurrence. Consultant may opt to provide a claims-made policy with a combined single limit per claim of not less than \$2,000,000; but in doing so, Consultant warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Agreement is completed. Where any subcontractor or subconsultant provides professional services related to this Agreement, they must provide equivalent coverage.

- v. Certificates: Consultant shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All

policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to the City's Project Manager. All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

- vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by City shall be excess.
- vii. Subcontractors and Subconsultants: Consultant shall require the same insurance requirements from its subcontractors and subconsultants. Consultant's certificates shall include all subcontractors and subconsultants as additional insureds under its policies **-OR-** Consultant shall be responsible for ensuring and verifying that all subcontractors and subconsultants have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from the Consultant that its subcontractors and subconsultants have insurance coverage. All subcontractors and subconsultants providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, the Consultant may, on behalf of its subcontractors and subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subcontractors and subconsultants with respect to this Agreement.
- viii. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

12. Work Product

All work produced by the Consultant is the exclusive property of the City. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," the Consultant irrevocably assigns and transfers to the City all right, title and

interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to Work Product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by executed of this Agreement, the Consultant-Architect grants the City an exclusive an irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

13. Public Records and Confidentiality

- i. Public Records Requests. Consultant acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Consultant Confidential Information that Consultant submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Consultant to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Consultant requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 13.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.
- ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.
- iii. Confidentiality.
 - a. Consultant's Confidential Information. During the term of this Agreement, Consultant may disclose to the City certain Consultant confidential information pertaining to Consultant's business ("Consultant Confidential Information"). Consultant shall be required to mark Consultant Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. If Consultant Confidential Information is not clearly marked, or the Consultant

Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Consultant shall identify the Consultant Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Consultant Confidential Information. Consultant Confidential Information does not include information that (1) is or becomes (other than by disclosure by City) publicly known; (2) is furnished by Consultant to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Consultant without the obligation of confidentiality, (5) is disclosed with the written consent of Consultant, or; (6) is independently developed by employees or agents of City who can be shown to have had no access to the Consultant Confidential Information. Subject to subsection (i) and (ii), the City shall: (1) limit disclosure of Consultant Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Consultant Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Consultant Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

- b. City's Confidential Information. Any and all information that the City provides to Consultant or its employees or agents in the performance of this Agreement that City designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Consultant's use of such information and any other Work Product that City designates as confidential, is deemed to be confidential information of City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Consultant) publicly known; (2) is furnished by City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- c. Consultant shall treat as confidential any City Confidential Information that has been made known or available to Consultant or that Consultant has received, learned, heard or observed; or to which Consultant has had access. Consultant shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly

authorized in writing by the City, in no event shall Consultant publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Consultant shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, subconsultants and agents of Consultant who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Consultant employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Consultant's possession or custody or under its control. Consultant is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.

- d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Consultant and related to this Agreement.
- e. Survival. Consultant's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Consultant acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

14. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

15. Changes in Work

Only the City Manager or City's Project Manager may authorize a change order or extra work. Failure of Consultant to secure written authorization for a change order or extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order or extra work, and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Early Termination of Agreement

- i. The City may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- ii. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the Party seeking termination shall give the other Party written notice of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within 30 days, the Party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.

17. Remedies and Payment on Early Termination

- i. If the City terminates pursuant to Section 16(i), the City shall pay the Consultant for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- ii. If the City terminates pursuant to Section 16(ii), the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- iii. If the Consultant justifiably terminates the Agreement pursuant to 16(ii), the Consultant's only remedy is payment for Services performed prior to the termination. No other costs or loss of anticipated profits shall be paid.
- iv. If the City's termination under Section 16(ii) was wrongful, the termination shall be automatically converted to one for convenience, and the Consultant shall be paid as if the Agreement was terminated under Section 16(i).
- v. In the event of early termination, the Consultant's Work Product before the date of termination becomes property of the City.

18. Compliance with Applicable Law

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Consultant's compliance with the applicable provisions in Exhibit C – OR Statutorily Required Contract Provisions, which are incorporated herein by this reference.

19. Records and Audits

- i. **Records Retention.** Consultant shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Consultant agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement, for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.
- ii. **City Audits.** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- iii. **Access to Records.** The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable

records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

20. Law of Oregon

This Agreement is governed by the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Clackamas County, Oregon.

21. Mediation, Trial By Jury, Attorneys' Fees

- i. Should any dispute arise between the Parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Canby, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party.
- iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorney fees.

22. Conflict of Interest

Consultant hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Consultant understands that should it elect to employ any former City official/employee during the term of the Agreement, then

that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

23. Subcontractors and Subconsultants

The Consultant is solely and exclusively responsible to the City for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Consultant shall provide a list of all subcontractors and subconsultants with which Consultant intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by City. City reserves the right to review and reject the Consultant's use of subcontractors and subconsultants where Owner has a reasonable objection. Consultant shall obtain Owner's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

24. General Provisions

- i. Successors and Assigns: Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.
- ii. Assignment: Consultant shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. If City agrees to assignment of tasks to a subcontractor or subconsultant, Consultant shall be fully responsible for the acts or omissions of any subcontractors and subconsultants and of all persons employed by them, and neither the approval by City of any subcontractor or subconsultant nor anything contained in this Agreement shall be deemed to create any contractual relation between them and City.
- iii. Severability: In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.
- iv. No Third-Party Beneficiaries: Consultant and City 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 or 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.
- v. Non-Discrimination: Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status,

mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

- vi. Exclusivity: This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.
- vii. Amendments: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties. Consultant acknowledges that authority for amendments may be subject to the City's ordinance process.
- viii. Integration: This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.
- ix. No Waiver: No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.
- x. Order of Precedence: Should there be any conflict between the terms of this Agreement and the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control, and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's Proposal.
- xi. Survival: All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.
- xii. Counterparts; Electronic Signatures: The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Consultant may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.
- xiii. Independent Legal Review: The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions.

* * *

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SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereby cause this Agreement to be executed.

PROJECT ENGINEER

CITY OF CANBY

Authorized Signature Date

City Manager Date

Printed Name and Title

EXHIBIT A

SCOPE OF WORK

The scope of work is defined in the Curran-McLeod, Inc., correspondence dated March 19, 2025, and is attached as Exhibit A.

EXHIBIT B

The Standard Hourly Rate Schedule effective January 1, 2025, attached as Exhibit B, shall apply to all work under this contract.

Statutorily Required Public Contracting Provisions - Exhibit C

Consultant shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision. For professional services contracts, Contractor shall be read to mean Consultant, and Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; 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.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor 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 such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor 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.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that

implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

March 19, 2025

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. Spencer Pollack
City of Canby
222 NE 2nd Avenue
Canby, OR 97013

**RE: CITY OF CANBY
NE 10th AVENUE IMPROVEMENTS
CONSTRUCTION MANAGEMENT SCOPE OF WORK**

Dear Spencer:

As you may know, the 10th Avenue Improvements project will revitalize 2,400 lineal feet of NE 10th Avenue from Locust Street to Pine Street by reconstructing the street with curb & gutter, adding 6' wide sidewalks on both sides of the street, adding a new sewer main with laterals and cleanouts, and storm drainage improvements including new drywells, a new storm main and catch basins. The project was awarded to Lawson Corporation on March 6th for a construction cost of \$2,808,695.00. Construction is expected to begin in early April.

The original scope of engineering work was expanded during the design to include a new sewer system and revised the curblin design. CURRAN-McLEOD, INC., completed the design work and solicited bids for the expanded project with our original engineering budget. The scope of work in this correspondence is to establish a budget to fund construction phase tasks.

Construction Management Cost Estimate:

Engineering costs for the construction phase are estimated to include:

Contract Execution & Precon Meeting	\$ 4,000
Construction Staking, ZTec Engr	32,000
Post Const Monumentation & Record Survey	10,000
Project Administration (est 130 hours)	25,000
Inspection, (est 280 hours)	45,000
Coordination, As-Built, Project Closeout	<u>10,000</u>

Construction Phase Total \$126,000

The design phase engineering was \$159,000 approved in June of 2023. With construction the total engineering cost of \$285,000 is approximately 10.5% of the construction cost. The scope of engineering does not include the BOLI Public Works Fee, or geotechnical testing. These costs are estimated at \$10,000 and will be invoiced to the City as a reimbursable expense, not part of the engineering budget.

Mr. Spencer Pollack
March 19, 2025
Page 2

This project does not warrant full time inspection, but rather our engineering staff will make periodic inspections as needed to ensure compliance with the plans and specifications. Engineering charges will be billed on a time and material basis as needed per our standard hourly rate schedule attached, not to exceed the budget unless amended.

Key Persons

Per the requirements in the engineering agreement, key persons for the project will include:

Curt McLeod, PE
Jeremy Thomas, PE
Sky Mason, PE

Edward Hodges, PE
Amy Levenhagen, PE
Chris Fischborn, PLS

Project Schedule:

The project was awarded after second reading on March 6th, and the signed contracts from Lawson Corporation have been forwarded to the City. As soon as the documents are executed by the City, a pre-construction conference will be scheduled and then Notice to Proceed will be issued. Construction should be able to begin by early April. We anticipate the work to be completed within 180 days.

We have enclosed the Professional Services Agreement for your review and approval. If you have any questions, please call.

Sincerely,

CURRAN-McLEOD, INC.



Curt McLeod, PE
Project Engineer

Enclosures: Engineering Professional Services Agreement
Standard Hourly Rate Schedule

STANDARD HOURLY RATES

Effective January 1, 2025

Senior Principal Engineer	\$ 190.00
Principal Engineer	180.00
Project Engineer/Manager	165.00
Design Engineer/Sr. Design Tech	145.00
Design Technician/Inspector	115.00
Graphics Technician	100.00
Word Processing	90.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expenses, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.



CITY COUNCIL Staff Report

Meeting Date: 4/2/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Street Maintenance Fee Update
Goal: Plan a transportation system that eases the impacts of growth
Objective: Establish a task force to determine the level of service for streets; set street maintenance fees accordingly

Summary

Council has requested an update on recommendations of the street maintenance fee task force.

Background

Ordinance 1262 established the Street Maintenance Fee in January 2008. The rate was set as follows:

Residential fees:

1. Detached single family residences shall be charged \$5.00 per month.
2. Multi-family residences, except for senior housing, mobile home parks, and congregate care, shall be charged \$3.34 per month for each dwelling unit.
3. Detached senior housing and mobile home parks will be charged \$2.09 per month for each dwelling unit.
4. Attached senior housing and congregate care facilities will be charged \$1.04 per month or each dwelling unit.

Non-residential fees:

The Street Maintenance Fee shall be calculated by multiplying the number of units set by category of use by the trip rate per unit for that assigned category of use and then by the monthly per trip charge of \$0.522 to establish the monthly fee to be billed. The minimum monthly Street Maintenance Fee for non-residential accounts shall be \$5.00.

Discussion

There have been no increases to the Street Maintenance Fee since its inception in 2008. The cost of materials and labor has steadily increased over the past 17 years and with no increase in the fee the amount of street maintenance that can be accomplished has decreased.

Per the FY 24-25 goals, a task force was created to make a recommendation to the City Council. The task force is made up of two City Council representatives, one Traffic Safety Committee representative, one Planning Commission representative, five Business Community representatives/Community Members – two from Industrial Park; two small businesses; one construction/development businesses. Additionally, the task force is supported by City staff

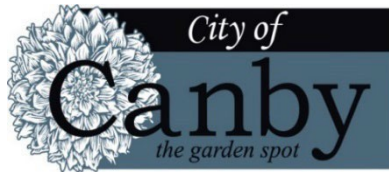
representatives: the Public Works Director, the Economic Development Director, and a representative of the Planning Department. Although, throughout the three meetings we were unable to have everyone attend due to schedule conflict, we had great support from those who could.

The task force recommended to go to Council with the following:

1. Next Budget 2025/2026 change the Master Fee Schedule to increase Business Licenses (from) \$50 to \$100 and have \$50 to go to the Street Maintenance Program.
2. Increase Street Maintenance Fee from \$5 to \$7.46 as the minimum, \$10.46 as the middle and \$13.43 as the maximum with year increases by the CPI. Have a percentage across the board for all fee payers. Committee votes to increase the Street Maintenance Fee to (3) for \$10.46, (2) for \$13.43 and recommend a work session with Council.
3. Meet with Chief Tro to discuss a fee amount from each moving violation ticket to be added to the Street Maintenance Program. On the next Budget (2025/2026), change the Master Fee Schedule to increase dollar amount from each moving violation ticket to reflect a fee amount to the Street Maintenance Program.

Attachments

1. Street Maintenance Task Force Meeting Minutes
2. PCI Ratings & Projections



**STREET MAINTENANCE TASK FORCE MEETING MINUTES
November 13, 2024**

Members Present:

Teresa Sasse
Laura Hubbard
Daniel Godfrey
Matt Weber
Eric VanZandt

Council Liaisons:

Jason Padden
Traci Hensley
Brian Hodson

Staff Present:

Jerry Nelzen, Public Works Director
Spencer Polack, Public Works Supervisor
Jamie Stickel, Economic Development Director
Brianna Addotta, Associate Planner
Eileen Stein, City Administrator

Call to Order – The meeting was called to order at 6:04 p.m.

Approval of June 3, 2024, Meeting Minutes

Minutes approved. Motion made by Chair Teresa Sasse and seconded by Daniel Godfrey.

Citizen Input

None.

Discussions/Recommendations

The committee recommended to go to Council with the following:

1. Next Budget 2025/2026 change the Master Fee Schedule to increase Business Licenses \$50 to \$100 and have \$50 to go to the Street Maintenance Program.
2. Increase Street Maintenance Fee from \$5 to \$7.46 as the minimum, \$10.46 as the middle and \$13.43 as the maximum with year increases by the CPI. Have a percentage across the board for all fee payers. Committee votes to increase the Street Maintenance Fee to (3) for \$10.46, (2) for \$13.43 and recommend a work session with Council.
3. Meet with Chief Tro to discuss a fee amount from each moving violation ticket to be added to the Street Maintenance Program. Next Budget 2025/2026 change the Master Fee Schedule to increase dollar amount from each moving violation ticket to reflect a fee amount to the Street Maintenance Program.

Adjourn: The meeting was adjourned at 8:17 p.m.

PAVEMENT CONDITION INDEX (PCI) RATINGS AND PROJECTIONS

PCI RATINGS AND PROJECTIONS				
	Reduce PCI 3 Points	Maintain Current PCI	Increase PCI 2.5 Points	Increase PCI 5 Points
*Cost Per Household per Month	\$5	\$7.46	\$10.46	\$13.43
Average Annual Budget	\$670,000	\$1.0 million	\$1.4 million	\$1.8 million
Total Budget for 5 Years	\$3.35 million	\$5.0 million	\$7.0 million	\$9.0 million
Percentage Increase		49.2%	109.2%	168.6%
PCI After 5 Years (change)	72 (-3 points)	75 (0)	77.5 (+2.5 points)	80 (+5 points)
**Miles of Road Paved Per Year (Center line miles)	1.5 miles	2.25 miles	3.15 miles	4.05 miles
* Estimate based on Average Annual Budget				
** Estimate based on Average Miles Paved Per Year				



CITY COUNCIL Staff Report

Meeting Date: 4/2/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Update City Council on North Maple Park
Goal: Develop A More Robust Parks Recreation Program Aligned with the Parks Master Plan
Objective: N/A

Summary

The City of Canby Parks Advisory Board has made a recommendation to City Council to add parking and update the playground equipment on North Maple Street Park.

Background

The playground equipment was installed in 1999 and has reached the end of its useful life. With all of the latest improvements to Maple Park, the existing parking lot is undersized for the increased use of the public.

Discussion

The Parks and Recreation Advisory Board made a motion at its February 18, 2025, meeting to request direction to staff to extend the existing South parking lot and combine and relocate the two playgrounds in one location by the splash pad.

Fiscal Impact

The approximate cost of these improvements is \$500,000 for the playground relocation and \$250,000 for the improvement of the parking lot. The playground improvement is not SDC eligible. The parking lot improvements could be SDC eligible if added to the Park SDC project list which won't occur until after July 1, 2025. Given the linkage between the two projects and given the pending appointment of a new Engineer of Record, staff recommends these projects be considered with the FY 25-26 budget.

Attachments

1. Parks and Recreation Advisory Board February 18, 2025, Meeting Minutes

PARKS & RECREATION ADVISORY BOARD—PUBLIC WORKS BUILDING

****DRAFT** MINUTES**

February 18th, 2025 Meeting

Chairman Johnson called the meeting to order at 5:45 pm.

Member Attendance: Barry Johnson, Cara Hawkins, Terri Jones, Ryan Oliver, Jim Simnitt, Doug Rykken and David Biskar

Absent: Cathy Rae Smith and Andrew Hale

Guests in Attendance: City Staff Jerry Nelzen, Spencer Polack, Dustin Breese, Ryan Potter, and Councilor Jim Davis,

1. Welcome visitor introductions:

No outside guests were in attendance.

2. Approve 2024 December meeting minutes:

Discussion of the minutes resulted in the request for Jerry Nelzen to verify the SDC credit to Pahlisch homes is a *one-time* credit to cover both phases for the entire 1/4 mile trail.

Cara Hawkins moved to approve the November meeting minutes, Jim Simnitt seconded; motion passed unanimously.

3. Community Input: (Softball/Baseball, Maple Street Park field rental?):

Representatives from the Softball Association were unable to attend.

Jerry shared that outside organizations have inquired about renting the fields. From recent court rulings he believes renting of the facilities nullifies the Oregon State law that protects public landowners from lawsuits if individuals are injured on city owned property while using it for recreational purposes. Councilor Davis will request legal clarification at the next Council meeting.

4. Monthly Parks Department Update: (Jerry):

Old Business: Update on where we stand to date- Next projects

Maple Street Park, Phase III Upgrades (Motion to Council regarding parking, playground and additional restroom facilities.) Following discussion, Cara Hawkins made the motion to Recommend to City Council the expansion of the existing parking at the south lot, combining the two playgrounds, and to postpone consideration of additional restrooms at this time. The motion was seconded by Ryan Oliver. All present voted in favor.

Auburn Farms/Dodds Park Project (Update on layout options for playground) Jerry asked members to review play equipment options for Auburn Farms. Barry would be emailing the

full selection of equipment options and asked that he receive all preferences in two weeks.

Peddle Park/Skate Park Project (Discussion moving forward with American Ramp Company. Phase in project Peddle Park/Skatepark). Jerry explained there is agreement for the current 5 year Capital Improvement Plan (CIP) and that any other projects to be considered would need to be included in a 20 year-project list. Only those listed would be eligible for funds from System Development Fees. The board is tasked with creating a list of potential projects to span the next 20 years.

5. City Staff Update (Ryan Potter):

Ryan encouraged all Board Members to attend the following night's City Council Work session beginning at 6 pm. The work session would be a presentation and discussion concerning the updates to the System Development Charges including Parks.

6. CAPRD Update (Andrew Hale):

Andrew was not in attendance.

7. City Council, Parks Liaison Report (Jim Davis):

Additional park athletic field space and local hotel/motel accommodations have been identified by City Council as two of their current goals. And Councilor Davis intends to have the monthly Park Maintenance Fee the topic of an upcoming Council Work Session to provide accountability and clarify the intention of the fee.

8. ADJOURNMENT

Jim Simnitt moved to adjourn the meeting; Ryan Oliver seconded; the motion passed.

The meeting adjourned at 6:50 pm.

The next regular meeting of the Parks & Rec Advisory Board is scheduled for 6:00 pm Tuesday, March 18, 2025.

Respectfully submitted,

Terri Jones, Board Secretary

FY 24-26 Canby City Council Goals and Objectives

GOALS	#	OBJECTIVES	DEPT	YEAR	Council Priority 2024	Notes/ Third Quarter Status
1. PROMOTE FINANCIAL STABILITY	1.1	Develop the City's policy for reserve levels to balance savings and spending to meet community needs	Finance	FY23-24	1	The Council would like to keep the reserve levels set between 20-25%. DONE. Financial Policy #5 Revenue Constraints and Fund Balance was changed to reflect this.
	1.2	Adjust the City's operational fees to reflect current costs of providing services.	Finance	FY23-24	2	Annually in June, staff presents a Master Fee Schedule update to the Council. Consider a grant writer position if self-funded through grants, maximize franchise and recycling fees. DONE. Master Fee Schedule updated for FY 24-25.
	1.3	Adjust the City's System Development Charges (SDCs).	PW/Planning	FY24-25	3	STATUS: FCS Group is working with staff on the SDC updates, documenting existing and future facility needs. Parks and storm/sewer SDC's will be updated first, followed by transportation. A 90-day state notice and 60-day review period are required. A work session will occur in February or March to seek input and provide an update on the adoption schedule. Staff is wanting to get this work completed as quickly as possible.
	1.4	Finalize the transition of the current Urban Renewal District expenses and projects.	Finance/ Economic Development	FY24-25	4	DONE. Final decision on projects and expenses made in June 2024. ED program expenses will be brought into City upon expiration of URA in FY 25-26. Final URA projects selected.
	1.5	Conduct assessment on current and future City staffing needs for next three years.	HR/City Administrator/Finance	FY24-25	5	To be done in conjunction with FY 24-25 budget and 5 year financial projection. STATUS: Organizational needs are being identified. So far, Police (3 FTE), Code Enforcement (1 FTE), Public Works (3 FTE), Fleet (1 FTE), Procurement (1 FTE). These will be considered during the FY 25-26 Budget process.
	1.6	Discuss options for a future Urban Renewal District to support new economic development and park opportunities in conjunction with UGB expansion.	Finance/ Economic Development	FY25-26	6	Conduct a work session in FY 24-25 to begin discussions on strategy. STATUS: Not yet scheduled.
2. ALIGN RESOURCES TO ADDRESS FUTURE COMMUNITY GROWTH	2.1	Complete the City's Housing Needs Analysis and Housing Production Strategy.	Planning	FY23-24	1	STATUS: The HNA was approved by City Council on July 17. The HPS is anticipated to be ready for hearing in Summer 2025, staff is awaiting the results of other communities completing their HPS's to determine if financial commitments will be required.
	2.2	Recruit a hotel/motel for Canby.	Economic Development	FY23-24	2	STATUS: Update given to Council at October 2 meeting. Economic Development staff continues to meet with interested developers, site selectors, property owners, and other interested parties to recruit a hotel. Council is not interested in creating financial incentives, however.
	2.3	Consider updates to City Charter	City Administrator	FY24-25	3	Conduct a work session to consider changes. Staff suggests increasing the \$50,000 threshold in section X1.4 STATUS: Will introduce topic after Council discusses its Operating Policies and Guidelines update.
	2.4	Complete the City's development code update	Planning	FY25-26	4	STATUS: Cottage cluster and planned unit development code updates (Housing Efficiency Measures) have been adopted. The Canby development code update will require consultant assistance and the code update will be budgeted for FY 25/26. 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.

3. PLAN A TRANSPORTATION SYSTEM THAT EASES THE IMPACTS OF GROWTH	3.1	Complete the transportation system plan update	Planning	FY23-24/24-25	1	STATUS: The TSP technical work is anticipated for completion by Summer 2025 with adoption Fall 2025. The TSP update and the comprehensive plan update are on the same schedule.
	3.2	Establish a task force to determine the level of service for streets and set street maintenance fees accordingly	Public Works	FY23-24	2	STATUS: A task force has been meeting since July and hopes to have a recommendation for the City Council as soon as the city completes an audit of the fees charged to industrial customers.
	3.3	Update downtown parking district master plan	Economic Development/Police (Code Compliance)	FY24-25	3	STATUS: Economic Development staff met with consultant in December and are currently working through the procurement process. Once completed, work will begin on parking update.
	3.4	Present an evaluation of County roads in current city limits and urban growth boundary. Determine cost and impact of integration into the local transportation system.	Public Works	FY 24-25	4	STATUS: County roads in the city limits include Ivy, N. Pine, and various half streets such as Mulino Rd. and S. 1st St. Ivy is underway, the city's contribution is \$4.24 million. N. Pine is still being scoped. The cost for the others is unknown.
	3.5	Identify County roads in future urban growth boundary and determine cost and impact of integration into the local transportation system	Public Works/ Planning	FY 25-26	5	STATUS: This work will be addressed during the concept planning process and will include a financial assessment. The city will be receiving \$250K from an ODOT TGM grant, covering concept planning work starting FY 25/26.
4. DEVELOP A MORE ROBUST PARKS + RECREATION PROGRAM ALIGNED WITH THE PARKS MASTER PLAN	4.1	Research and present funding options for parks in current city limits and UGB.	Public Works/Finance	FY23-24/24-25	1	STATUS: To maintain current park maintenance standards, the Parks Master Plan states we need three (3) more FTE's. Parks Advisory Board is developing a CIP for Council consideration for FY 25-26 budget.
	4.2	Identify and plan for land acquisition for future athletic fields.	City Administrator/ Public Works/ Economic Development	FY23-24/24-25	2	STATUS: Continuing to stay in touch with COGEO, meanwhile need to discuss with CSD/return to Ackerman site as a potential location.
	4.3	Consider hiring a consultant to evaluate how to provide park and recreation services in Canby (park district versus a parks department)	City Administrator/ Public Works	FY 24-25	3	STATUS: Met with CAPRD Executive Director to learn background issues. Convened Canby Community Partners to discuss issues of community concern, including lack of a functioning recreation program in Canby. Discussed with School Superintendent on 10/14.
	4.4	Research and develop funding options for additional parks in the future UGB expansion areas.	Public Works/ Planning/ Finance	FY 25-26	4	STATUS: To maintain current park maintenance standards, the Parks Master Plan states we need (3) more FTE's. Future UGB areas to be identified.
5. ENHANCE ENGAGEMENT AND COMMUNICATIONS THAT REPRESENTS BROAD PERSPECTIVES	5.1	Conduct a community survey on customer service and city service levels	City Administrator/ Communications/ HR	FY23-24/24-25	1	Funding included in FY 24-25 budget. STATUS: In follow up discussions with Communications Specialist, City Administrator determined the need for community survey has changed and the overall outreach efforts will be more beneficial in connecting with community.
	5.2	Create a strategy for increasing youth engagement in local government	Communications	FY24-25	2	Work with Canby School District. To include the library as it would be a great support for this. STATUS: Communications Plan with strategies for youth engagement and increasing diversity is nearing final draft and will be presented to City Administrator with final version expected in Winter 2025.
	5.3	Create a strategy for increasing diversity in citizen engagement in local government	Communications	FY24-25	3	Work with Bridging Cultures, Canby Center, faith communities, and the library. STATUS: Communications Plan with strategies for youth engagement and increasing diversity is nearing final draft and will be presented to City Administrator with final version expected in Winter 2025.
	5.4	Develop a communications plan for the city	Communications	FY23-24	4	Evaluate other cities' programs for implementation ideas. STATUS: Communications Plan with strategies for youth engagement and increasing diversity is nearing final draft and will be presented to City Administrator with final version expected in Winter 2025.
	5.5	Update Council policies and guidelines	Council/ City Recorder	FY23-24	5	Desire to reflect the new Council appointment process. STATUS: City Recorder and City Attorney working with a Council subcommittee. Scheduled for presentation to Council in .
	5.6	Create a Canby Civic Engagement Academy	Communications/ HR	FY24-25	6	DONE: Inaugural CCEA began in January 2025 with 26 participants.

Parking lot - Develop short-term (can we purchase the prop) and long-term strategy (if can't purchase, then buy other land) of the Aquatic and Adult center. Eileen discuss with Superintendent.

Parking lot: Pedestrian/ADA access to community parks (not in MP, but in CIP and will be prioritized as part of budget process)

Parking Lot - What to do with Traverso property (not in MP, not in city limits)

Parking lot - RV Dump Site

Hybrid Work + Customer Service recommendations

List Council Goals on staff reports. **DONE.**

Give Council a quarterly report on goals. **JULY, OCTOBER, JANUARY, APRIL.**

Conduct a mid-year goal review. **HOLD IN CONJUNCTION WITH GOAL SETTING.**

Include goals in bi-monthly reports. **DONE.**