



CITY COUNCIL Agenda

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

APRIL 16, 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

WORK SESSION – 6:00 PM

1. CALL TO ORDER
2. OPERATING POLICIES, GUIDELINES & PROCEDURES/CITY CHARTER REVIEW COMMITTEE Pg. 1
3. ADJOURN

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER
 - a. Invocation
 - b. Pledge of Allegiance
2. NEW EMPLOYEE INTRODUCTIONS
3. SWEARING-IN OF POLICE OFFICER
4. HISTORIC PRESERVATION MONTH PROCLAMATION Pg.27
 - a. Presentation by Carol Palmer, Heritage & Landmarks Commission
5. LIBRARY FUNDING PRESENTATION Pg. 28

6. 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 16, 2025, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

7. CONSENT AGENDA

- a. Approval of the March 19, 2025, City Council Work Session Minutes. Pg. 75
- b. Approval of the April 2, 2025, City Council Work Session and Regular Meeting Minutes. Pg. 80
- c. Approval of the Appointment of Member Michelle Bayley to the Bike and Pedestrian Committee with a term ending June 30, 2027. Pg. 83

8. ORDINANCES & RESOLUTIONS

- a. 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. (*Second Reading*) Pg. 86
- b. Consider **Ordinance No. 1642:** An Ordinance authorizing the City Administrator to Execute a Contract with Curran-McLeod, Inc. for Engineer of Record. (*First Reading*) Pg. 116
- c. Consider **Resolution No. 1426:** A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC DBA "Astound". Pg. 146
- d. Consider **Resolution No. 1427:** A Resolution Adopting the Communication Plan. Pg. 151
- e. Consider **Resolution No. 1428:** A Resolution Adopting Canby Area Transit's 2025 Americans with Disabilities (ADA) Plan. Pg. 174
- f. Consider **Resolution No. 1429:** A Resolution Adopting Canby Area Transit's 2025 Civil Rights Program Title VI, Limited English Proficiency Plan. Pg. 208
- g. Consider **Resolution No. 1430:** A Resolution Adopting Canby Area Transit's 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities. Pg. 242
- h. Consider **Resolution No. 1431:** A Resolution Adopting the 2025 Drug and Alcohol Policy for DOT Regulated Employees. Pg. 289

9. OLD BUSINESS

10. NEW BUSINESS

11. MAYOR'S BUSINESS

12. COUNCILOR COMMENTS & LIAISON REPORTS

13. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

- a. City Attorney Costs Update Pg. 310

14. CITIZEN INPUT

15. ACTION REVIEW

16. ADJOURN

EXECUTIVE SESSION – 8:45 PM
(Will begin at 8:45 pm or after the Work Session)

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)(i): to review and evaluate the job performance of a chief executive officer, other officers, employees, and staff, if the person whose performance is being reviewed and evaluated does not request an open hearing.

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.



COUNCIL POLICIES & OPERATING GUIDELINES

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Policies & Operating Guidelines

Table of Contents

Introduction.....	3
CHAPTER 1 - General Governance.....	4
CHAPTER 2 - Meeting Time, Location and Frequency.....	12
CHAPTER 3 - Ordinances and Resolutions.....	15
CHAPTER 4 - Land Use Hearings.....	19
CHAPTER 5 - Motions, Debate, Public Comment and Voting.....	24
CHAPTER 6 - Minutes.....	28
CHAPTER 7 - Appointments.....	29
CHAPTER 8 - Ethics, Decorum, Outside Statements.....	30
CHAPTER 9 - Interactions with Staff & City Attorney.....	31
CHAPTER 10 - Council Accountability.....	32
CHAPTER 11 - Review, Amendment and Repeal.....	33

Introduction

The Mayor and City Council follow a standardized set of policies and operating guidelines to guide the City Council as it deliberates on public policy matters and conducts the business of the City. In addition, they believe it is important to articulate a vision of those values and principles that set the cornerstone for the type of governance that the citizens of Canby are entitled to from their elected officials.

This document is intended to educate the elected officials on the mechanism around which the governing body of the City of Canby addresses community issues, develops proactive and responsible public policy and attends to the affairs of the City. This document also provides citizens with an understanding of the council's roles and responsibilities their interaction with city staff, local elected officials, and the community at large. The same rules and procedures also apply to [committees and the](#) Canby Urban Renewal Agency where applicable. With regard to the Urban Renewal Agency, substitute "Chair" for Mayor and "Commissioner" for Councilor.

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CHAPTER 1 – General Governance

I. Rules of Procedure.

- A. Unless otherwise provided by charter, ordinance or these rules, the procedure for council meetings, and any subcommittee of a city council, shall be guided by Robert’s Rules of Order, 12th Edition.
- B. Members of the council are encouraged to avoid invoking the finer points of parliamentary procedure found within Robert’s Rules of Order when such points will obscure the issues before the council and confuse members of the public.
- C. Whenever these rules and Robert’s Rules of Order conflict, these rules shall govern.

II. Quorum. A quorum is required to conduct official city business.

A majority of the members of the Council, as defined the charter, shall constitute a quorum for its business. In the event a quorum is not present, the members of council present shall adjourn the meeting, but a smaller number may meet and compel the attendance of absent members in the manner provided by Ordinance.

III. Presiding Officer.

- A. The mayor shall preside over all meetings as the presiding officer. The mayor shall retain all rights and privileges of the office of the mayor as set out in the city charter when acting in this capacity.
- B. In the mayor’s absence the president of the council shall preside over the meeting as the presiding officer. The president of the council shall retain all rights and privileges of the office of the mayor as set out in the city charter when acting in this capacity
- C. If both the mayor and the president of the council are absent from the meeting, the following procedure shall be utilized to determine who is the presiding officer:
 1. The city recorder shall call the council to order and call the roll of the members.
 2. Those members of council present shall elect, by majority vote, a temporary presiding officer for the meeting.
 3. Should either the mayor or the president of the council arrive, the temporary presiding officer shall relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.
 4. The presiding officer shall retain all rights and privileges of a member of

council when acting in this capacity.

IV. Other Elected and Appointed Officers.²

- A. City Administrator. The city administrator is required to attend all meetings of the council and is permitted to participate in any discussion; however, the city administrator has no authority to cast a vote in any decision rendered by the council.
- B. City Attorney. The city attorney may attend any meeting of the council, and will, upon request, give an opinion, either written or oral, on legal questions.

V. Agendas. The city administrator and mayor shall prepare an agenda for every meeting of council that is subject to Oregon's public meetings law.

- A. Agendas and informational material for meetings shall be distributed to the council at least seven (7) days preceding the meeting or as soon as is reasonably practical.
- B. No council approval shall be required for an agenda of any meeting.
- C. The city administrator may place routine items and items referred by staff on the agenda without council approval or action.
- D. The city administrator, with the approval of the mayor, may remove any items on the consent agenda, any item of old business, any resolution, or any ordinance placed for first reading from the agenda at any time prior to the time the meeting is convened. The presiding officer shall announce such removal with explanation under announcements/ proclamations.
- E. An item may be added to the agenda as long as it receives support from a minimum of two or more council members. The request must be made to the city administrator and mayor at least one week prior to a meeting.

VI. Order of Business. The order of business for all regular meetings shall be as listed below. However, when it appears to be in the best interest of the public, the order of business may be changed for any single meeting by a majority vote.

1. Call to order.
2. Roll call.
3. Staff Introductions.
4. Citizen Input, Public Comment on Non-Agenda Items, & Community Announcements.
5. Proclamations/ Special Presentations.
6. Items removed from the consent agenda.
7. Consent agenda.
8. Appointments.

9. Ordinances and resolutions.
10. Public hearings.
11. Old business.
12. New business.
13. Mayor's Business.
14. Councilor Comments & Liaison Reports.
15. City Administrator Business & Staff Reports.
16. Citizen Input, Public Comment on Non-Agenda Items, & Community Announcements.
17. Action Review.
18. Adjournment.

A. Call to Order. The presiding chair shall call all meetings of the council to order. The call to order shall note the date, time, and location of the meeting so that it may accurately be reflected in the minutes.

- B. Roll Call. The city recorder shall conduct a roll call to determine which members of the council are present and which are absent.
1. The attendance shall be properly reflected in the minutes.
 2. If roll call determines that a quorum is not present, the meeting shall be adjourned.

C. Announcements/Proclamations. Announcements are intended to be procedural in nature, such as an item being removed from the agenda. Proclamations are awards or recognition by the council.

- D. Reports of Boards, Commissions, Committees, Elected Officials and City Employees. When necessary, reports can be given to the council by boards, commissions committees, elected officials, and/or city employees.
1. When appropriate, reports to the council should include written materials which are provided to the council at least three days in advance of the meeting.
 2. Oral reports to the council should generally not exceed 10 minutes in length.
 3. The council may ask questions of the presenter upon conclusion of the report being given.

E. Public Comment

1. Public comment during council meetings is not an absolute right. Rather, the council permits public comment only for the limited purposes of hearing from the public about matters directly related to the business of the City that is within the council's jurisdiction. The public comment period is a limited

public forum and comments are therefore appropriately limited to matters of concern, official action, or deliberation which are or may come before the council. The council is not creating an opportunity for and will not accept public comment on matters that fall outside the scope of the council's jurisdiction, such as employment issues related to employees and officers who are not appointed or supervised by council.

2. Two periods for public comment will be reserved for every regular meeting of the council. Each period shall not exceed a maximum of 30 minutes, unless a majority of councilors present vote to extend the time. Subject to the limitations contained in subsection H-5(e) of this section, the first period for public comment shall be limited to items placed on the agenda other than public hearings and the second period of public comment shall be used to comment on any issue of city business, other than agenda items. The presiding officer may, unless a member of council objects, allow a person who desires to make comment on an item not on the agenda to speak during the first comment period.
3. Persons wishing to speak during public comment must complete a public comment card with information including but not limited to the person's name, address, phone number, and topic, upon which the person wishes to speak and indicate if they would like follow-up from a representative of the city prior to the public comments section on the agenda.
4. Persons wishing to speak during public comment virtually must email the City Recorder and/ or Deputy City Recorder by 4:30pm prior to the council meeting with their contact information and topic.
5. If a member of the public wishes to speak on an item that is scheduled for a public hearing at that same meeting, the speaker shall wait until that public hearing. Public comment shall not be used to testify about a quasi-judicial land use matter, to testify on an item that is not a public matter, to testify on a matter which has been or is scheduled to be heard by a hearings official, or to provide or gather additional testimony or information on any matter after the official record has been closed on any matter which has been the subject of a public hearing. All public comment given during public hearings must be related to the specific hearing topic.
6. Speakers are limited to three minutes. Generally, the speakers will be called upon in the order in which their public comment cards were received. Speakers shall identify themselves by their names and by their city of residence. The presiding officer may allow additional persons to speak if they submit a public comment card and sufficient time is left in the 30-minute period.
7. Should there be more speakers than can be heard for three minutes each

during either of the 30-minute periods provided for public comment, the presiding officer may sort the requests to speak in order to afford the greatest opportunity for each topic to be heard.

8. If someone participating in public comment requires more than 3 minutes for comment, they may pool time from other community members physically present at the meeting. To do so, those members must complete the pooling time information located on the back of the comment card prior to submitting to city recorder. A speaker may pool no more than 12 minutes.
 9. Comments should be made to the presiding officer. Councilors may, after obtaining the floor, ask clarifying questions of speakers during public comment. Councilors shall use restraint when exercising this option and shall attempt to limit questioning to no more than three minutes. The presiding officer may intervene if a councilor is violating the spirit of this guideline.
 10. All those participating in public comments must adhere to the same standards of decorum as members of the council and mayor. Public comment must not unduly interfere with the council's ability to conduct business or otherwise disrupt council meetings. Comments that substantially interrupt, delay, or disturb the peace and good order of the proceedings of the council are not permitted. Examples of such types of comments include shouting, use of profanity or vulgarity, or speaking outside of allotted time. In addition, public comment may not be used for belligerent or abusive behavior including true threats, fighting words, or incitements to imminent lawless action. Abusive and harassing comments that could lead to the creation of a hostile work environment for City employees required to attend council meetings likewise unduly interferes with the Council's ability to conduct its business and are therefore prohibited. The council requests that all public comment is provided in a manner that is respectful to those in attendance at the meeting.
- F. Consent Agenda. In order to expedite the council's business, the approval of minutes and other routine agenda items shall be placed on the consent agenda.
1. All items on the consent agenda shall be approved by a single motion, unless an item is pulled for further consideration.
 2. Any item on the consent agenda may be removed for separate consideration by any member of the council.
 3. For the purposes of this rule, separate consideration means any proposal to adopt a different course of action than that recommended in the staff report, a determination that debate on a proposed course of action is deemed desirable, any questions to staff on an item, and any item where a member of council must declare a conflict of interest.

G. Ordinances and Resolutions – See [Chapter 3](#)

H. Public Hearings Generally

1. A public hearing may be held on any matter upon majority vote of the council. A public hearing shall be held when required by law. Public hearings may be held to consider legislative, quasi-judicial, or administrative matters.
2. Persons wishing to speak shall sign the “hearing roster” with the person’s name and address prior to the commencement of the public hearing at which the person wishes to speak.
3. The mayor or the presiding officer shall announce at the commencement of any public hearing the subject of the hearing as it is set forth on the agenda. The presiding officer shall then declare the hearing open.
4. Each person shall, prior to giving testimony, give his or her name, shall indicate whether they are a resident of the city, and may give their address. All remarks shall be addressed to the council as a body and not to any member thereof.
- ~~5. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, shall conform to the process established by the Planning Commission, will be limited to three minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:
 - ~~a. Staff presentation (15 minutes total).~~
 - ~~b. Applicant or affected party (15 minutes). Quasi-judicial hearing only.~~
 - ~~c. Appellant, if other than applicant (10 minutes). Quasi-judicial hearing only.~~
 - ~~d. Other interested persons (3 minutes per person).~~
 - ~~e. Questions of staff (No time limit).~~~~
- ~~f. 5. Rebuttal by applicant or party. The scope of rebuttal is limited to matters which were introduced during the hearing (7 minutes total).~~
6. Councilors may, after recognition by the presiding officer, ask clarifying or follow up questions of individuals providing testimony after that individual has completed his or her testimony. Questions posed by councilors should be to provide clarification or additional information on testimony provided. Questions should not be used as an attempt to lengthen or expand the testimony of the individual. Councilors shall be expected to use restraint and be considerate of the meeting time of the council when exercising this option. The presiding officer may intervene if a councilor is violating the spirit of this guideline.

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7. Councilors may, after the presentation of testimony of all interested persons, ask clarifying or follow-up questions of staff. Questions posed by city councilors should be to provide clarification or additional information on testimony provided.
 8. The presiding officer may exclude or limit cumulative, repetitious, or immaterial on the matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the council, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions prior to the commencement of the testimony.
 9. At the end of public testimony and questions of staff, the council shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the council shall have the opportunity to comment on or discuss testimony given during the public hearing.
 10. Any written testimony or physical evidence that a party desires to have introduced into the record of the hearing shall be submitted to the city recorder at the time of the hearing. Communications concerning quasi-judicial matters received prior to the hearing are ex parte contacts, and a councilor receiving any such communication must disclose the fact that such a communication has been received and the content of the communication.
 11. Documents submitted to the city as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and may be disclosed if a public records request is submitted for the documents and disclosure is required or permitted under Oregon public records law. A person who believes such disclosure would present a danger to his or her personal safety, and who wishes to exempt his or her address, including email address, and telephone number from disclosure must submit a written request for non-disclosure to the city recorder pursuant to ORS 192.368(1).
- I. Written Communications to Council.
1. Unsolicited communications to the mayor and/or council concerning matters on the agenda shall be forwarded to the council in the agenda packet, but shall not be individually itemized on the agenda.

2. Unsolicited communications to the mayor and/or council concerning matters that are not on an agenda shall be forwarded to the mayor and/or council but shall not be included in the agenda packet.
3. The city administrator may, in his or her discretion, bring any matter raised by an unsolicited communication to the attention of the council as an agenda item, provided that such communication is accompanied by a staff report setting forth the reason the matter should be considered by the council, and making a recommendation for council action.

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CHAPTER 2 – Meeting Time, Location and Frequency

- I. **Regular meetings.** The council shall meet every 1st & 3rd Wednesday evening at 7:00 P.M., except in the event of a City holiday, council recess, or other event or condition which requires cancellation or rescheduling.
- II. **Special meetings.** Special meetings may be called by the ~~presiding officer~~mayor or, by request of three members of the council, ~~or by the city administrator.~~
 - A. Notice of the special meeting shall be given to each member of the council, the city administrator, and all interested persons that have on file a written request for notice of special meetings.
 - B. Notice of the special meeting shall be given to all members of the council and the city administrator via telephone and email.
 - C. Special meetings shall be noticed in accordance with Oregon’s public meetings law and on 24 hours’ reasonable notice to the public and at least 24 hours’ actual notice to the Council members.
- III. **Emergency meetings.** Emergency meetings may be called by the presiding officer or by the city administrator and will be held in compliance with Oregon’s public meetings law.
 - A. Notice of the emergency meeting shall be given to each member of the council, the city administrator, the press, and all interested persons who have on file a written request for notice of special meetings.
 - B. Notice of the emergency meeting shall be given to all members of council and the city administrator via telephone and email.
 - C. Emergency meetings are those meetings called with less than 24 hours’ notice and the council shall identify why the meeting could not be delayed 24 hours immediately after calling the meeting to order.
 - D. The minutes for any emergency meeting shall specifically identify why the meeting constituted an emergency and was necessary.
- IV. **Executive Sessions.** Executive sessions may be called by the presiding officer, by the request of three members of council, by the city administrator or by the city attorney. Executive sessions shall be held in compliance with Oregon public meetings law. Unless otherwise required by Oregon public meetings law, only members of the council, the city administrator, and persons specifically invited by the city administrator or the council shall be allowed to attend executive sessions.
- V. **Work Sessions.** Work sessions are permitted to present information to the council so that the council is prepared for regular or special meetings.

- A. All work sessions are subject to Oregon public meetings law and must be noticed accordingly.
- B. Work sessions are intended to allow for preliminary discussions, and the council is not permitted to take formal or final action on any matter at a work session.
- C. Two or more council members may request a work session.
- D. Work sessions shall be scheduled by the city administrator and mayor.
- E. The city administrator shall invite any relevant staff to work sessions so that the sessions are as productive as possible.
- F. There shall be no designated public comment period during a work session, unless otherwise required by law. However, the presiding officer may allow or solicit public comments related to the topic of the work session.

VI. Holidays. In the event a regular meeting falls on a holiday recognized by the city, the regular meeting for that week shall be ~~held on the following day~~ cancelled.

VII. Emergency Cancellation of Meetings.

A council meeting may be canceled at any time prior to the meeting by the mayor and or the city administrator with approval of the mayor. Notice of the reason of cancellation must be provided to the council. This should be done prior to the public notification of the cancellation. If not, it should be done within a reasonable time after the cancellation notification has been posted.

VII. Location. Council meetings shall be held at council chambers in civic offices.

In the event city hall is not available for a meeting, the council shall meet at a venue open to the public which is located within the jurisdictional limits of the city and meets the requirements of Oregon public meetings law.

VIII. Notice. The city recorder shall provide notice of all meetings in accordance with Oregon's public meeting law.

IX. Attendance. Members of the council should notify the city administrator, mayor, and city recorder if they will be unable to attend any meetings or if they need to attend virtually. Under the charter, a council position becomes vacant if the member of council is absent from the city for more than 30 days without council permission or absent from all meetings of the council within a 60-day period and upon declaration by the council of the vacancy.

CHAPTER 3 – Ordinances and Resolutions⁶

- I. Ordinances.** All ordinances considered by and voted upon by the council shall adhere to the rules outlined herein.
- A. Numbering. The city recorder shall number all ordinances with a consecutive identification number during each calendar year, in the order of their introduction.
- B. Preparation and Introduction.
1. All ordinances shall, before presentation to the council, have been approved by the city attorney, or the city’s legal counsel.
 2. Ordinances shall be introduced by the presiding officer. The city administrator shall provide details of the ordinance with the assistance of department directors, staff members, city legal counsel, or industry experts as needed.
 3. No ordinance shall relate to more than one subject, which shall be clearly expressed in its title and no ordinance, or section thereof, shall be amended or repealed unless the new ordinance contains the title of the ordinance or section to be amended or repealed.
- C. Calendar of Ordinance.
1. An ordinance is introduced for consideration by the council for presentation for first reading. After introduction, the council may direct that:
 - a. A public hearing on the ordinance be held;
 - b. Refer the ordinance to committee for review and recommendation;
 - c. Refer the ordinance to the city administrator for further revision;
 - d. Pass the ordinance to a second reading; or
 - e. Reject the ordinance in whole or in part.
 2. All ordinances, when introduced for first reading, shall be identified by title and number and must be presented using the introduction process outlined above.
 3. All ordinances shall be read at two meetings of the Council. If approved by the Council, the first reading may be by title only and a brief outline covering the purpose of the ordinance. The second reading may be by title only unless any person present requests to have the ordinance or any part thereof read in full. Immediately following the first reading of a proposed ordinance, it shall be signed and published by the city recorder at least once at full length in a newspaper published in Canby; provided, however, that the council may order instead that the proposed ordinance be posted in three public and conspicuous places in said City for a period of 5 days prior to the passage of said

ordinance. Whenever the council proposes to take final action on any proposed ordinance at a special meeting, notice thereof, giving the time of such meeting, shall be published or posted along with the ordinance. In any event, before final action has been taken on any proposed ordinance, there shall be filed by or with the city recorder proof by affidavit of the publication or posting of the proposed ordinance. Except as otherwise provided by this section, on second reading, all ordinances shall be placed by title and number on a calendar of second reading and may be passed as a group, provided that the vote for the passage of the calendar is unanimous.

4. Should any member of the council object to any ordinance at time of second reading, that ordinance shall be removed from the calendar of second reading, and considered separately. Ordinances to be considered separately shall be ready by title only unless any person present requests to have the ordinance or any part thereof read in full.
5. When the calendar of second reading or an ordinance which is to be considered separately is placed before the council for final passage, the city recorder shall call the roll and enter the ayes, nays, and abstentions in the record.
6. All proposed amendments to an ordinance shall be in writing and may be made by interlineation upon the ordinance.
7. An affirmative vote of a majority of members of the council shall be necessary to pass an ordinance.
8. An ordinance shall take effect on the 30th day following its passage or, if the council deems it advisable, at different time specified by the ordinance. However, in the event of an emergency, an ordinance may take effect immediately.

II. Resolutions. All resolutions considered by and voted upon by the council shall adhere to the rules outlined herein.

A. Numbering. The city recorder shall number all resolutions with a consecutive identification number during each calendar year, in the order of their introduction.

B. Preparation and Introduction.

1. All resolutions shall, before presentation to the council, have been approved by the city attorney, or the city's legal counsel.
2. Resolutions shall be introduced by the presiding officer. The city administrator shall provide details of the resolution with the assistance of department directors, staff members, city legal counsel, or industry experts as needed.

3. No resolution shall relate to more than one subject, which shall be clearly expressed in its title, and no resolution shall be amended or repealed unless the new resolution contains the title of the resolution to be amended or repealed.

C. Calendar of Resolution.

1. A resolution is introduced for consideration by the council for presentation. After introduction, the council may direct that:
 - a. A public hearing on the resolution be held;
 - b. Pass the resolution; or
 - c. Reject the resolution in whole or in part.
2. All resolutions when introduced for first reading shall be identified by title and number and must be presented using the introduction process outlined above. All proposed amendments to a resolution shall be in writing and may be made by interlineation upon the resolution.
3. An affirmative vote of a majority of the council present shall be necessary to adopt a resolution.
4. A resolution shall become effective upon its adoption unless otherwise stated by the resolution.

CHAPTER 5 – Motions, Debate, and Voting

- I. Motions.** All motions shall be distinctly worded.
- A. The following rules shall apply to motions:
1. If a motion does not receive a second, it dies.
 2. The council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.
 3. Any motion shall be reduced to writing if requested by a member of the council.
 4. A motion to amend can be made to a motion that is on the floor and has been seconded.
 5. No motion shall be received when a question is under debate except for the following:
 - a. To lay the matter on the table;
 - b. To call for the previous question;
 - c. To postpone;
 - d. To refer; or
 - e. To amend.
 6. A motion may be withdrawn by the mover at any time without the consent of the council.
 7. Amendments are voted on first, then the main motion if voted on as amended.
 8. A member of the council may have a motion which contains several elements divided, but the mover shall have the right to designate which element will be voted on first.
 9. A call for the question is intended to close the debate on the main motion; does not require a second and is not debatable.
 - a. A call for the question fails without a majority vote.
 - b. Debate on the main subject resumes if the motion fails.
 10. In the case of a tie-vote, the mayor shall cast a vote to break the tie. This is the only scenario where the mayor is able to cast a vote.
 11. The presiding officer shall repeat the motion prior to a vote.
 12. A motion to adjourn cannot be amended.
- B. Motion to Reconsider. A motion to reconsider may only be made by a member

of the prevailing side. Any member may second the motion.

1. No motion shall be made more than once.
2. The motion shall be made before the final adjournment of the meeting when the item goes out of possession of the council.

II. Debate. The following rules shall govern the debate of any item being discussed by the council:

- A. Every member desiring to speak shall address the presiding officer, and, upon recognition by the presiding officer, shall confine him/herself to the question under debate, at all times acting and speaking in a respectful manner.
- B. A member, once recognized, shall not be interrupted when speaking unless it is to be called to order, or as herein otherwise provided.
- C. The member of the council moving the adoption of any ordinance or resolution shall have the privilege of closing the debate.

Voting. Except as the Charter may provide otherwise, a concurrence of a majority of the members of council present at a council meeting at which a quorum is present shall be necessary to decide any question before the council. The mayor shall have no vote on questions before the council except in the case of tie. All votes shall be recorded in the meeting minutes.

CHAPTER 6 – Minutes

I. Generally.

- A. All minutes shall be in written form, with an electronic copy of the meeting maintained by the city recorder in accordance with the appropriate record retention schedule.
- B. The minutes shall contain the following information:
 - 1. The date, time, and place of the meeting;
 - 2. The councilors in attendance;
 - 3. The motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
 - 4. The results of all votes and the vote of each member by name;
 - 5. The substance of any discussion on any matter; and
 - 6. A reference to any document discussed at the meeting.

II. Approval. The council shall approve all minutes of any meeting.

- A. All minutes of regular meetings shall be approved within sixty days of the meeting having occurred.
- B. The draft minutes shall be submitted to the council as part of the council's packet prior to the meeting where they will be discussed.
- C. Any member of the council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes.

CHAPTER 7 – Appointments

- I. **Appointments of City Staff.** The council appoints and can remove those positions identified in the city’s charter. All appointments require a majority vote of the entire council.
 - A. Reviews. Any person appointed by the council shall be subject to an annual review by the council unless otherwise required by any applicable employment contract.
 - B. Removals. All appointed persons may be removed by a majority vote of the entire council.
- II. **Appointments of Members to Boards, Commissions and/or Committees.**
 - A. Unless otherwise mandated by state law and except as provided for in the Canby Municipal Code, the mayor, in consultation with the council liaison and staff liaison to a board, board, commission, or committee, shall interview potential candidates for open board positions and make a recommendation to council of an appointee. Appointees shall be approved by a majority vote of the council as part of the consent agenda. Any appointees consideration or nomination may be removed from the consent agenda by majority vote of the council present for further discussion and vote.
 - B. The applications of first-time appointees to advisory boards will be included in city council packets.
 - C. Unless otherwise prohibited by the council, the mayor shall have the authority to create and appoint subcommittees of committees authorized by the council.
 - D. Removals. All appointed persons may be removed by a majority vote of council, in accordance with the Charter and any applicable employment contract.

CHAPTER 8 - FILLING OF VACANT COUNCIL POSITION

PROCESS FOR APPOINTING COUNCIL MEMBER.

The City Council shall appoint Council members to vacancies in accordance with the Canby City Charter and as supplemented by these rules. In case of conflict between these rules and the Charter, the Charter shall control.

A. Candidate Interview and Appointment Process

1. In the event of a vacancy, the appointment process begins by posting the open position for no less than 30 days with a set application deadline.
2. A work session may be held to create questions for candidate interview. Once interview questions are finalized, those questions will be provided to candidates prior to interviews.
3. After application deadline, all applications will be forwarded to council members.
4. After candidates have been identified, a determination will be made whether to hold candidate interviews during a regular council meeting or a special meeting by majority vote of council.
5. Each candidate will be given no more than 20 minutes per interview. The time may be adjusted based upon number of candidates and time available.
6. During interview process, all candidates who have not been interviewed are to remain outside the interview room. After a candidate has interviewed, they are permitted to remain in the interview room.
7. Council members may rank their top candidates.
8. In turn, each council member will provide their ranking and have an opportunity to discuss their reasons why.
9. If a consensus candidate among all rankings is identified, a motion shall be made for that candidate with a vote to follow. If no consensus is reached, a motion for any candidate may be made.

CHAPTER 8 – Ethics, Decorum, Outside Statements

- I. Ethics.** All members of the council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the council shall refrain from:
- A. Disclosing confidential information.
 - B. Taking action which benefits special interest groups or persons at the expense of the city as a whole.
 - C. Expressing an opinion contrary to the official position of the council without so saying.
 - D. Conducting themselves in a manner so as to bring discredit upon the government of the city.
 - E. Members of the council must give public notice of any conflict of interest or potential conflict of interest and the notice will be reported in the meeting minutes. In addition to matters of financial interest, members will maintain the highest standards of ethical conduct and assure fair and equal treatment of all persons, claims, and transactions coming before the council.
 - F. In accordance with state law, it is each council member’s responsibility to file all required statements of economic interest with the Oregon Government Ethics Commission.
- II. Decorum.**
- A. The presiding officer shall preserve decorum during meetings and shall decide all points of order, subject to appeal of the council.
 - B. Members of the council shall preserve decorum during meetings, and shall not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or these rules.
 - C. Members of the city staff and all other persons attending meetings shall observe the council’s rules of proceedings and adhere to the same standards of decorum as members of council.
- III. Statements to the Media and Other Organizations**
- A. Representing City. If a member of the council, to include the mayor, appears as a representative of the city before another governmental agency, the media or an organization to give a statement on an issue, the member may only state the official position of the city, as approved by a majority of the council.
 - B. Personal Opinions. If a member of the council, to include the mayor, appears in their personal capacity before another governmental agency, the media or an organization to give a statement on an issue, the member must state they are

expressing their own opinion and not that of the city before giving their statement.

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CHAPTER 9 – Interactions with Staff

- I. Staff.** Under the Canby City Charter, neither the council nor any of its members shall give orders or directives to any subordinate or City employee, other than officers of the City, either publicly or privately, except to and through the city administrator. Members of the council shall respect the separation between the council's role and the city's administrator's responsibility by:
- A. Not interfering with the day-to-day administration of city business, which is the responsibility of the city administrator.
 - B. Refraining from actions that would undermine the authority of the city administrator or a director.
 - C. Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature shall be directed to the city administrator.
 - 1. Questions from individual members of the council requiring significant time or resources (two hours or more) shall normally require approval of the council.
 - 2. Members of the council shall normally share any information obtained from staff with the entire council. This section is not intended to apply to questions by members of the council acting in their individual capacities rather than as members of the council, nor to questions regarding conflict of interest or similar issues particular to a member of the council.

CHAPTER 10 – Council Accountability ¹⁵

I. The council may enforce these rules and ensure compliance with city ordinances, charter, and state laws applicable to governing bodies. If a member of council violates these rules, city ordinances, the city charter, or state laws applicable to governing bodies, the council may take action to protect the integrity of the council and discipline the member by adopting a resolution to issue a public reprimand.

A. Prior to imposing a public reprimand or revoking the stipend, the council must issue the member of council written notice of intent to impose a public reprimand or revoke the stipend. The notice must state, with particularity, the grounds on which the council is considering imposing a public reprimand and must include reference to the specific rule, charter section, or state law that the council believes the member of council to have violated. The written notice must inform the member of council that the member of council has the right to respond to the notice either in writing or at an open public meeting. The notice must state the date on which the member of council's response must be received by the council in order for the council to consider such response.

B. After the council has the opportunity to respond to the member of council's notice of intent to impose a public reprimand or revoke the stipend, the council shall decide whether to impose a public reprimand. The council's decision shall take into consideration the severity of the violation and any information or mitigating circumstances that the member of council provided in the member of council's response.

I.

II. ~~Council members may have four (4) excused absences from regular meetings per calendar year. After that, for every two (2) regular meetings missed, one month stipend will be withheld. The mayor and/or council president may have a meeting with the council member to discuss their reasons for being absent.~~

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CHAPTER 11 – Review, Amendment and Repeal

- I. **Review.** There shall be a review of the policies and operation guidelines every three years.
- II. **Amendment and Repeal.** These rules of procedure are subject to amendment or repeal by resolution by the council in accordance with the rules noted herein.
 - A. Amended rules shall go into effect at the meeting after the resolution to amend these rules was adopted.
 - B. If major changes are needed, it is recommended that the mayor create a subcommittee of members of council to work with city staff to create proposed changes. Afterwards a work session will be scheduled to review changes..

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PROCLAMATION

WHEREAS, established in 1973 by the National Trust for Historic Preservation, Historic Preservation Month promotes historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation;

WHEREAS, The City of Canby recognizes May as Historic Preservation Month and supports activities in the community to instill awareness and to promote our community's historic assets;

WHEREAS, non-profit heritage organizations and their volunteers, including the Canby Historical Society, Mark Prairie Historical Society, and the Canby Heritage and Landmark Commission are the backbone of Canby's Historic Preservation work and effort;

WHEREAS, the Mark Prairie Historical Society, under the leadership of Judi Aus, Peggy Sigler, and a dedicated board of directors, have raised thousands of dollars in donations and grants and rallied dozens of volunteers to restore the historic 1879 Mark Prairie School House after it was severely damaged in the 2021 ice storm;

WHEREAS, the public is invited to view the completed restoration after a ribbon cutting ceremony on May 14th at 1:00 p.m., when the school resumes operation as a community center;

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as the Mayor of the City of Canby, do hereby proclaim May 2025 as Historic Preservation Month, and I further call upon members of this community to join in commemorating this event by participating in:

- the May 1st First Thursday Night Market, where members of the Mark Prairie and Canby Historical Societies will be sharing information about their organizations, and where you can take a guided historic site tour sponsored by the Heritage and Landmark Commission titled "Big Lies, Half-Truths, Crime, Scandal, and Intrigue on First Avenue: The Canby History No One Tells You:"

Given unto my hand this 16th day of April, 2025 in the City of Canby, Oregon.

Brian Hodson
Mayor



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Marisa Ely, Library Director
Agenda Item: Library Funding
Goal: Promote Financial Stability
Objective: Develop a plan to fund current and expanded library services

Summary

This presentation was created to make the City Council and Canby community aware of the funding issues that the library has been and will continue to deal with over the course of the next several years.

Background

Canby Public Library is a department of the City of Canby and member of the Libraries in Clackamas County (LINCC) consortium. Since 1977, when the first county-wide funding levy was approved by voters, the 12 public libraries of Clackamas County have cooperated in an informal resource and revenue sharing network, named LINCC, which stands for "Libraries in Clackamas County." The members of the LINCC network are the 10 cities in the County that operate public libraries: Canby, Estacada, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy (including a branch in Hoodland), West Linn, and Wilsonville. The other two member libraries of LINCC are the Gladstone and Oak Lodge Libraries, operated by Clackamas County.

Over the past 36 years, LINCC libraries have shared in the proceeds of a variety of county-wide funding mechanisms, which have culminated in the passage in November 2008 of a county-wide Library Service District with a permanent tax rate of .3974 per thousand of assessed value. Any resident of Clackamas County (with the exception of Johnson City) may visit any LINCC public library, obtain a free library card, and check out materials without charge.

Discussion

When the Library District was approved by voters in 2008, the permanent tax rate was not enough to fund all the libraries and their operations. Cities were expected to contribute some general fund dollars to cover operational expenses that the District funds could not cover. City contributions vary widely across LINCC, and this has created major equity issues within the consortium. Currently, in 2025, Library District funds are covering less and less of our operational expenses for a variety of reasons including rising costs for physical materials, digital materials, supplies, services, personnel, and allocated costs.

Over the course of the last decade, previous Canby Public Library Directors and support boards have presented pieces of this presentation on library funding issues. Some of the issues, like bringing the Carus area under the Canby Public Library service area, are more difficult to reconcile under the current Clackamas County Library District IGA. Other issues, like staffing or hours, are tied to the health of the city budget, and changes cannot be made without support from City Council during the annual budget process.

In the past several years alone, the library has had to cut hours (including evening hours and Sundays) and staff positions. In 2019, the library lost its full-time Bilingual Librarian position, which has led to cutting all Spanish-language programming. And between 2019 and 2022, the library lost four part-time Library Page positions, which has led to the remaining small staff group having to absorb those pivotal circulation duties.

As budget cuts hit the Canby School District and other organizations, in addition to grant funding at the federal and state level rapidly dissipating, more and more of our community members, schools, and local organizations have been and will continue to rely on the public library to fill holes in their own program and service offerings. The library has already seen this with an increase in library visits, library cards created, reference interactions, and communications from local organizations and schools. It is important that the City Council and Canby community understand these funding issues and start working on ways to help get the proper funding so we can continue to adapt to the changing times and provide the myriad resources and services that we offer.

Public libraries are vital community resources that offer essential services due to the number of hours they are open (compared to other city departments, for example) and the crucial role they play providing free resources that cannot be found elsewhere. Without public libraries, where else can community members go to use a computer, print copies of their resume, make copies of their tax documents, check out materials on how to build a backyard deck or Canby history, get help accessing their email account, reserve a meeting room for free for an event, or attend free programs? We have the statistics to back up the need for our public library in the Canby community each year. We are not going to be able to serve our community in the ways that it needs without addressing the funding issues in this presentation and having buy-in from city leadership and the community as a whole. Truly understanding the library's role in the success of local business and economic growth will lead to investing in the library. Investing in your local public library is always a smart move as this investment has been shown to positively impact community engagement, resilience, and development. The Canby Public Library belongs to the entire Canby community and all of our decisions must make the community our collective priority.

Attachments

1. Library Funding PowerPoint Presentation
2. Library District IGA



Library Funding Issues

Marisa Ely

April 16, 2025

Why We Are Here

- Library District funding issues
- Canby Public Library funding issues
- Changes to grant funding
- City of Canby budget shortfall
- Uncertain future for all libraries

Today's Agenda:

Current Problems vs. Future Problems

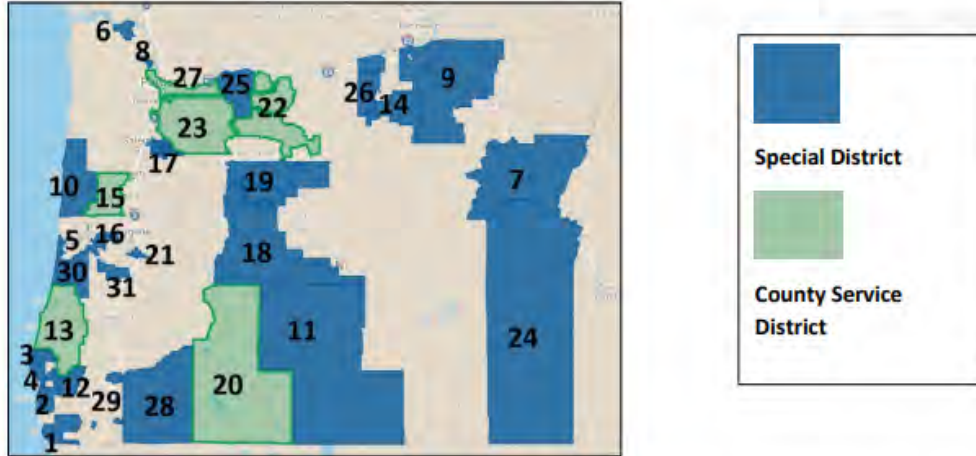
Start here

- **Long-term sufficiency and sustainability of Library District funding:** Review the current tax rate, district formula, and equity issues
- **City contributions:** Varies depending on the city
- **Rising costs:** Physical AND digital demand, item prices and S/H, supplies & services, large increases in allocated costs
- **Library collection budget:** Has remained the same since 2018/2019 despite rising costs and increased circulation statistics
- **Service standards:** Remain the same despite increased visits and statistics
- **Staffing & burnout:** 7.88 FTE (8.9 w/ on-call) after losing Bilingual Librarian & 4 Library Pages
- **Circulation duties:** Longer waits due to being absorbed by already overworked staff
- **Hours:** Closed Sundays
- **Service levels:** Sustainability?
- **Carus area:** Must review Library District maps to align with School District & Fire District boundaries

Library Districts in Oregon

There are currently 31 library districts in Oregon — 25 special library districts and six county library service districts. All 31 districts are funded through voter-approved permanent tax rates. The map below roughly illustrates each district's service area; however, these boundaries may not be exact. For more information, please visit:

<https://libguides.osl.state.or.us/libraryservice>

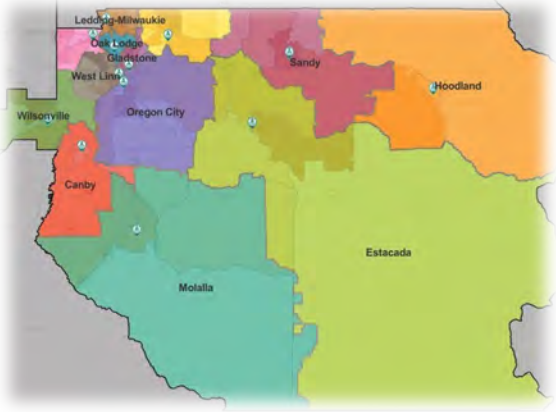


	Name of District (and County)	Estimated population within District boundaries	Year formed	Type of district	Member libraries in district ¹	Tax Rate ²
1	Chetco Community Library District (Curry)	14,375	1982	Special	1	\$0.4256
2	Curry Public Library District (Curry)	4,992	1982	Special	1	\$0.6609
3	Langlois Public Library (Curry)	710	1982	Special	1	\$0.7707
4	Port Orford Public Library (Curry)	2,466	1982	Special	1	\$0.4975
5	Siuslaw Public Library District (Lane)	19,370	1984	Special	1	\$0.5163
6	Clatskanie Library District (Columbia)	6,186	1985	Special	1	\$0.2862

	Name of District (and County)	Population within District boundaries	Year formed	Type of district	Member libraries in district	Tax Rate
7	Baker County Library District (Baker)	16,820	1986	Special	1	\$0.5334
8	Scappoose Public Library District (Columbia)	12,848	1986	Special	1	\$0.2536
9	Umatilla County Special Library District (Umatilla)	62,745	1986	Special	11	\$0.3682
10	Lincoln County Library District (Lincoln)	24,930	1988	Special	4	\$0.2465
11	Lake County Library District (Lake)	8,080	1990	Special	1	\$0.4546
12	Agness Community Library District (Curry)	152	1992	Special	1	\$0.6634
13	Coos County Library Service District (Coos)	63,290	1992	County Service	9	\$0.7289
14	Oregon Trail Library District (Morrow)	10,866	1992	Special	3	\$0.2536
15	Benton County Library Service District (Benton)	86,105	1994	County Service	1	\$0.3947
16	Fern Ridge Library District (Lane)	13,722	1994	Special	1	\$0.3824
17	Silver Falls Library District (Marion)	20,606	1994	Special	1	\$0.5700
18	Deschutes Public Library District (Deschutes)	193,000	1998	Special	1	\$0.5500
19	Jefferson County Library District (Jefferson)	19,218	2000	Special	1	\$0.4349
20	Klamath County Library Service District (Klamath)	68,190	2000	County Service	1	\$0.4900
21	Lane Library District (Lane)	9,977	2004	Special	1	\$0.5900
22	Wasco County Library Service District (Wasco)	26,770	2006	County Service	3	\$0.6800
23	Library District of Clackamas County (Clackamas)	422,855	2008	County Service	13	\$0.3974
24	Ontario Library District (Malheur)	26,835	2008	Special	1	\$0.5500
25	Hood River County Library District (Hood River)	25,480	2010	Special	1	\$0.3900
26	Ione Library District (Morrow)	879	2011	Special	1	\$0.2500
27	Multnomah County Library District (Multnomah)	821,730	2013	County Service	1	\$1.2400
28	Jackson County Library District (Jackson)	221,290	2014	Special	1	\$0.6000
29	Josephine Community Library District (Josephine)	40,771	2017	Special	1	\$0.3900
30	Lower Umpqua Library District (Douglas)	6,794	2018	Special	1	\$0.3900
31	North Douglas Library District (Douglas)	2,754	2018	Special	1	\$0.4400

Library District Funding

- Permanent tax rate of \$0.3974 per \$1,000 of assessed value (established in 2008)
- The Library receives funds from the residents of their service areas
- Funds are distributed to library Cities per a formula defined in the IGA -->



2. The Formula has two components:
 - a. City Assessed Value Component: The annual distribution to a Library City for properties within its boundaries shall equal the assessed value of such Library City’s properties, as established annually by the Clackamas County Assessor, divided by the total assessed value of all properties in the District. This determines the Assessed Value Percentage Rate for each Library City. Each Library City will receive funds equal to the Assessed Value fund amount multiplied by its individual Assessed Value Percentage Rate.
 - b. Unincorporated Population Served Component: After calculation of each Library City’s Assessed Value fund amount, the District shall calculate the remaining funds to be distributed (the “Remainder Amount”) and distribute those funds based on the Unincorporated Population Served Percentage Rate based on the Service Area Maps attached to this Agreement as Attachment B. The term “Unincorporated Population” will also include residents of those cities that do not provide library services.

The Unincorporated Population Served Percentage Rate is determined by the number of unincorporated residents served by each City as allocated on the Service Area Maps divided by the total number of unincorporated residents within the District. Each Library City will receive funds equal to the Remainder Amount multiplied by its individual Unincorporated Service Area Percentage Rate.

**Clackamas County Library District
Fiscal Year 2023 - 2024 Distribution Formula
(SECOND Distribution Payment)**

	Total FY 2024 Collections	First FY 2024 Distribution	Second FY 2024 Distribution		Prior Year
Total Current Year Tax Receipts	\$ 22,572,809.01	\$ 21,449,040.50	\$ 1,123,768.51	100%	
City Assessed Value			\$ 620,882.10	55%	\$ 159,003.50
Unincorporated Population Served			\$ 502,886.41	45%	\$ 132,853.14
Prior Year Fund Balance	\$ 317,207.71	\$ 317,207.71	\$ -		
Interest Earned	\$ 187,935.18	\$ 30,906.59	\$ 157,028.59		
Delinquent Tax & Interest/Penalties	\$ 357,013.40	\$ 222,185.35	\$ 134,828.05		
Total	\$ 862,156.29	\$ 570,299.65	\$ 291,856.64		
Total Library District Revenues	\$ 23,434,965.30	\$ 22,019,340.15	\$ 1,415,625.15		

City	Assessed Value	Unincorporated Population Served	Assessed Value Prior Interest & Delinquent Tax	Unincorporated Prior Interest & Delinquent Tax	Tualatin Distribution	Total Second Distribution	%
Canby	\$ 36,135.34	\$ 17,701.60	\$ 9,269.90	\$ 4,663.15		\$ 67,769.99	4.79%
Estacada	\$ 10,492.91	\$ 38,822.83	\$ 2,544.06	\$ 10,256.26		\$ 62,116.06	4.39%
Gladstone	\$ 19,433.61	\$ 25,244.90	\$ 5,199.41	\$ 6,682.51		\$ 56,560.44	4.00%
Happy Valley	\$ 69,911.32	\$ 94,944.95	\$ 18,364.90	\$ 25,069.39		\$ 208,290.57	14.71%
Lake Oswego	\$ 159,690.88	\$ 12,873.89	\$ 41,929.22	\$ 3,387.76	\$ 3,513.84	\$ 221,395.58	15.64%
Milwaukie	\$ 45,945.28	\$ 54,714.04	\$ 12,147.87	\$ 14,467.71		\$ 127,274.89	8.99%
Molalla	\$ 14,156.11	\$ 40,784.09	\$ 3,752.48	\$ 10,774.39		\$ 69,467.07	4.91%
Oregon City	\$ 74,133.32	\$ 62,860.80	\$ 18,269.50	\$ 16,606.64		\$ 171,870.27	12.14%
Sandy	\$ 21,047.90	\$ 40,733.80	\$ 5,453.82	\$ 10,761.10		\$ 77,996.63	5.51%
Hoodland	\$ -	\$ 15,388.32	\$ -	\$ 4,065.31		\$ 19,453.63	1.37%
Tualatin	\$ 11,113.79	\$ -	\$ 2,941.56	\$ -	\$ (7,027.68)	\$ 7,027.68	0.50%
West Linn	\$ 81,956.44	\$ 6,738.68	\$ 21,640.38	\$ 1,780.23	\$ 702.77	\$ 112,818.49	7.97%
Wilsonville	\$ 76,865.20	\$ 7,040.41	\$ 17,490.38	\$ 1,846.66	\$ 2,811.07	\$ 106,053.73	7.49%
*Oak Lodge	\$ -	\$ 85,038.09	\$ -	\$ 22,492.04		\$ 107,530.13	7.60%
Total	\$ 620,882.10	\$ 502,886.41	\$ 159,003.50	\$ 132,853.14	\$ (0.00)	\$ 1,415,625.15	100.01%

Tualatin Assessed Value & Prior Year Distribution	Assessed Value	Prior Year, Interest and Delinquent Tax	Total	
Tualatin	50%	\$ 5,556.89	\$ 1,470.78	\$ 7,027.68
Lake Oswego	25%	\$ 2,778.45	\$ 735.39	\$ 3,513.84
Wilsonville	20%	\$ 2,222.76	\$ 588.31	\$ 2,811.07
West Linn	5%	\$ 555.69	\$ 147.08	\$ 702.77
Total	100%	\$ 11,113.79	\$ 2,941.56	\$ 14,055.35

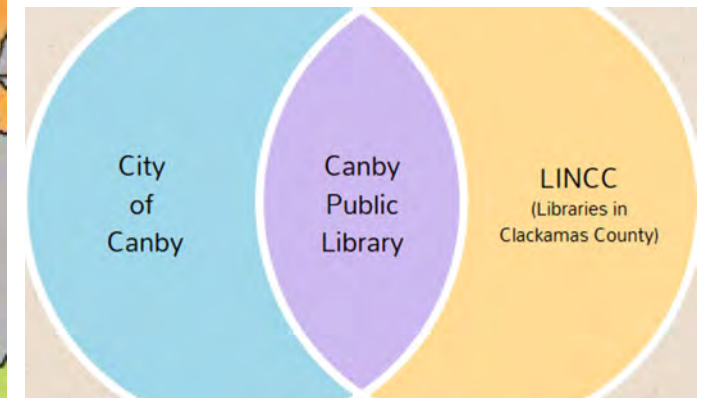
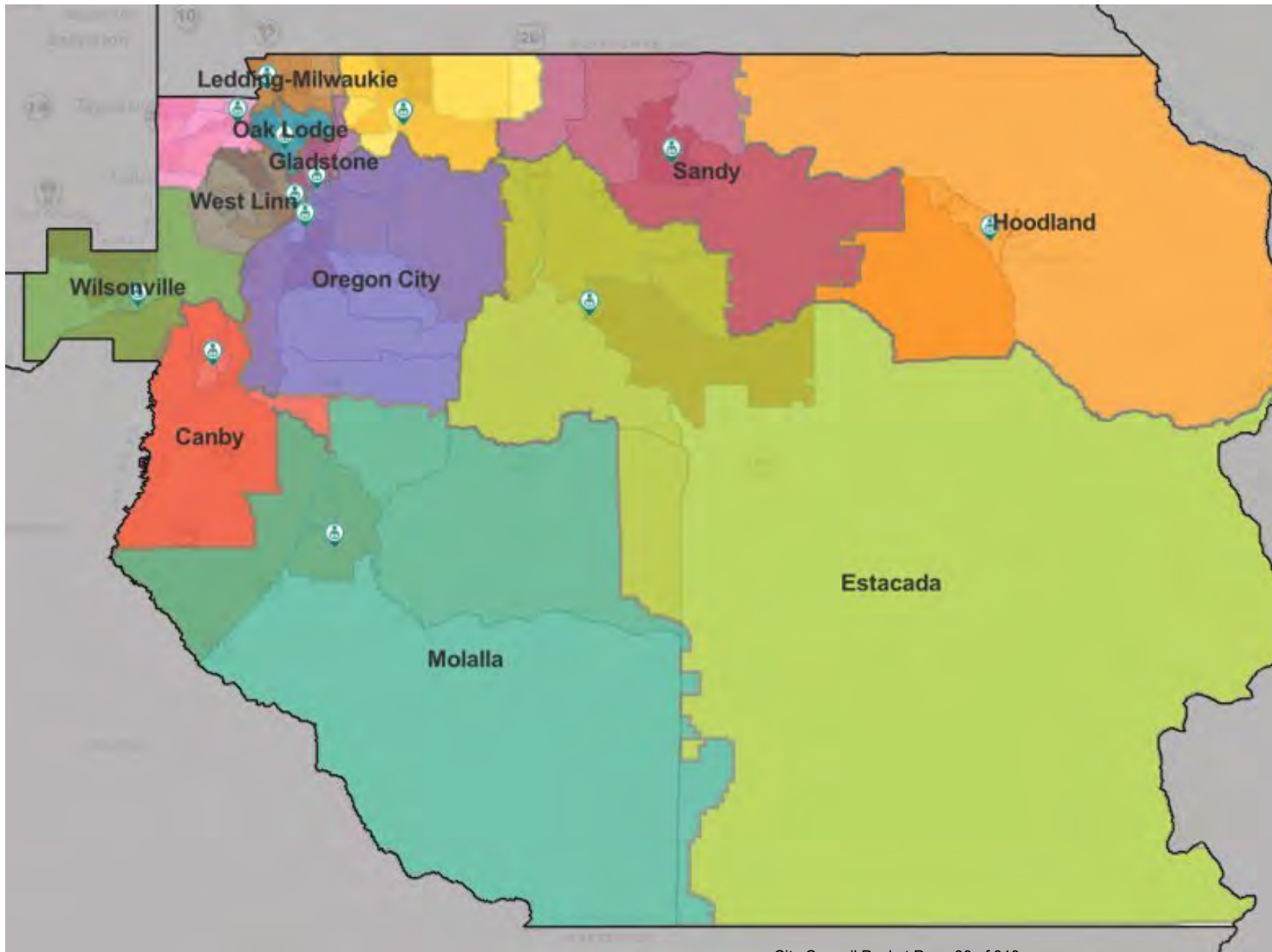
Library District Funding (cont.)

- Purpose of District funds:
 - "To provide a dedicated, stable funding source for the support of library services." (Master Order, Exhibit C, #1)
 - "Formation of the District should provide sufficient funding to raise the service levels at all facilities to the most basic *threshold* level recommended by the Oregon Library Association." (Master Order, Exhibit C, #2)
- "District funds may not be used to support general overhead or administrative costs of Cities except to the extent such overhead or administrative costs are directly related to the provision of library service and/or operation of a public library." (Section 2.1)
 - Allocated costs (ie. Facilities & IT) should come from the General Fund
- "Cities shall expend the entire library revenue paid under this Agreement in accordance with the purpose for which it was provided by implementing a plan to achieve the Service Standards." (Section 2.1)

Current Problems vs. Future Problems

We are here

- **Long-term sufficiency and sustainability of Library District funding:** Review the current tax rate, district formula, and equity issues
- **City contributions:** Varies depending on the city
- **Rising costs:** Physical AND digital demand, item prices and S/H, supplies & services, large increases in allocated costs
- **Library collection budget:** Has remained the same since 2018/2019 despite rising costs and increased circulation statistics
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- **Circulation duties:** Longer waits due to being absorbed by already overworked staff
- **Hours:** Closed Sundays
- **Service levels:** Sustainability?
- **Carus area:** Must review Library District maps to align with School District & Fire District boundaries



FY 23-24

101 - Library Name	1001 - Population Served	301 - City Revenue	302 - County Revenue	303 - District Revenue	304 - Total local government revenue	305a - Ready to Read (State) Grant Revenue	305 - Total State Government Revenue	306 - LSTA (Federal) Grant Revenue	308 - Other Federal Revenue	309 - Total Federal Government Revenue	310 - Other Operating Revenue	311 - Total Library Operating Revenue	Ranking for Most to Least Revenue
Lake Oswego Public Library	44,758	\$4,833,073	\$0	\$3,658,108	\$8,491,181	\$7,416	\$7,416	\$0	\$0	\$0	\$25,131	\$8,523,728	1
Happy Valley Public Library	61,327	\$0	\$0	\$3,439,726	\$3,439,726	\$9,700	\$9,700	\$0	\$0	\$0	\$53,083	\$3,502,509	2
Oregon City Public Library	60,742	\$290,000	\$0	\$2,854,786	\$3,144,786	\$9,895	\$9,895	\$0	\$4,522	\$4,522	\$236,277	\$3,395,480	3
West Linn Public Library	30,160	\$1,192,554	\$0	\$1,862,374	\$3,054,928	\$4,854	\$4,854	\$0	\$0	\$0	\$46,412	\$3,106,194	4
Ledding Library	41,319	\$972,913	\$0	\$2,100,538	\$3,073,451	\$6,654	\$6,654	\$0	\$0	\$0	\$21,287	\$3,101,392	5
Wilsonville Public Library	29,045	\$622,313	\$0	\$1,788,896	\$2,411,209	\$5,010	\$5,010	\$0	\$0	\$0	\$59,836	\$2,476,055	6
Sandy Public Library	33,494	\$104,000	\$0	\$1,610,000	\$1,714,000	\$6,080	\$6,080	\$4,000	\$0	\$4,000	\$210,961	\$1,935,041	7
Clackamas County - Oak Lodge Public Library	31,120	\$0	\$67,235	\$1,774,578	\$1,841,813	\$5,093	\$5,093	\$0	\$0	\$0	\$6,220	\$1,853,126	8
Canby Public Library	25,403	\$375,000	\$0	\$1,122,566	\$1,497,566	\$4,127	\$4,127	\$3,630	\$0	\$3,630	\$36,677	\$1,542,000	9
Molalla Public Library	25,206	\$0	\$0	\$1,146,481	\$1,146,481	\$4,856	\$4,856	\$0	\$0	\$0	\$162,546	\$1,313,883	10
Gladstone Public Library	21,411	\$219,965	\$51,787	\$932,543	\$1,204,295	\$3,444	\$3,444	\$0	\$0	\$0	\$9,724	\$1,217,463	11
Estacada Public Library	19,548	\$0	\$0	\$1,028,403	\$1,028,403	\$4,597	\$4,597	\$0	\$0	\$0	\$49,376	\$1,082,376	12

Current Problems vs. Future Problems

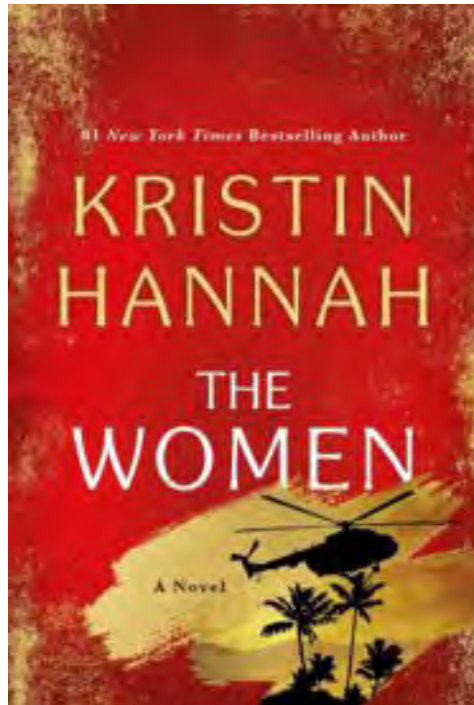
- Long-term sufficiency and sustainability of Library District funding: Review the current tax rate, district formula, and equity issues
- City contributions: Varies depending on the city
- **Rising costs:** Physical AND digital demand, item prices and S/H, supplies & services, large increases in allocated costs
- **Library collection budget:** Has remained the same since 2018/2019 despite rising costs and increased circulation statistics

We are here

We are here

- **Service standards:** Remain the same despite increased visits and statistics
- **Staffing & burnout:** 7.88 FTE (8.9 w/ on-call) after losing Bilingual Librarian & 4 Library Pages
- **Circulation duties:** Longer waits due to being absorbed by already overworked staff
- **Hours:** Closed Sundays
- **Service levels:** Sustainability?
- **Carus area:** Must review Library District maps to align with School District & Fire District boundaries

So How Much Does A Book Cost?



Hardcover (7 copies): \$ 18 each
 Large Print (3 copies): \$ 41 each
 Audiobook (1 copies): \$ 60 each

Library mylar jacket: \$ 0.99 each
 Property stamp: \$ 0.25

In FY 23-24,
 7,157 items were
 added at CA, so you
 can see how those
 costs add up!



eBook (151): **\$ 60**
 (for ONE 24-month license)
 eAudiobook (110)

Digital
 content
 circulation
 has doubled
 since 2019

Materials & Services Budget

Budget Line	FY 18-19 Actuals	FY 23-24 Actuals	FY 24-25 Budgeted	FY 25-26 Proposed	Notes
e-Content	\$17,438 25,686 checkouts	\$18,679 45,869 checkouts	\$21,164	\$23,861	Seeing large increases
Supplies & Services (excluding grant expenditures)	\$10,129	\$10,031**	\$19,500	\$14,940	-
Library Collection (Physical Items)	\$87,071 8,088 items added 257,530 checkouts	\$92,544 7,157 items added 237,289 checkouts	\$90,000	\$90,000	-
Volunteers	\$1,475	\$660	\$1,000	\$2,000	= pages
Allocated Costs: <i>Facilities</i> <i>Tech Services</i>	\$56,804 \$36,471	\$83,775 \$40,231	\$115,858 \$52,700	\$115,858* \$52,700*	Costs almost doubled

Current Problems vs. Future Problems

- **Long-term sufficiency and sustainability of Library District funding:** Review the current tax rate, district formula, and equity issues
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OLA Standards vs. Canby Public Library



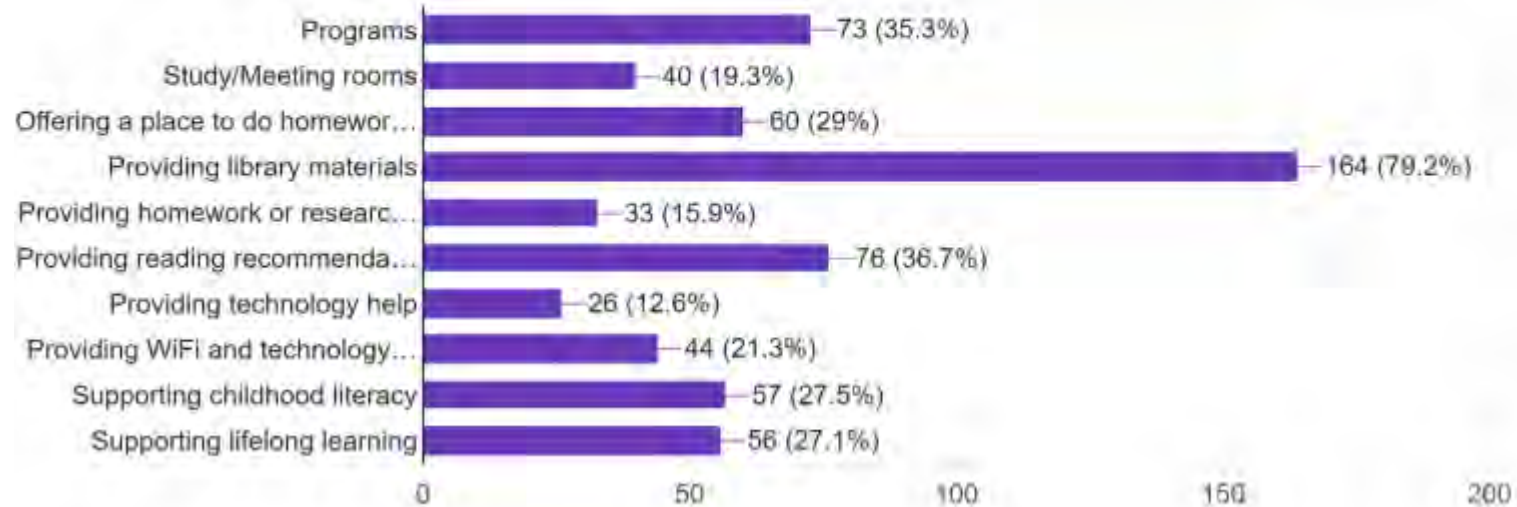
OLA Standards vs. CPL

	Population Served	OLA Minimum Standard	Canby Public Library	Actuals
STAFFING	25,000 - 49,999	0.35 FTE/1,000 served. Director has MLS. 1/5 of staff has MLS.	TRUE TRUE TRUE	7.88 regular staff + 1.03 on-call = 8.91 FTE 4 of 9 have MLS
MATERIALS	0 - 49,999	Material collection of 5,000 items or two items per capita, whichever is greater.	TRUE	55,617 items in our collection
ACCESS (open hours)	25,000 +	50 hours	TRUE	50 hours

From
2024
Online
Survey
Results

4. Please select the top 3 services offered by the Canby Public Library that are most valuable to you and/or your family.

207 responses



7. Do the library open days & hours work for you? Answer YES or NO. If NO, please explain why.

197 responses

“No” Comments:

No. It is hard to get the kids there after school and after sports. We have been racing to the door several time just to have them lock them at fifteen minutes prior to closing.

No, I would love the City to provide more funds for a Sunday opening.

NO. Extended weekday hours are awesome but Sunday would be a big day for my family to come to the library.

No, it opens way too late at 10 am and now I haven't been able to go in several weeks. As a busy mom I usually only found time to go when I dropped my kids off from school. Even 9 was late but I was usually able to do my other errands before, then library then home to get everything done around the house

No. Library needs to be open Sunday

NO Sunday hours please

No - would be nice to have the ability to return books after library hours.

NO. I work night shift, and a lot of times sleep till late in the day, and by the time I would like to go, it's closed.

No, I wish it was open both days on the weekend

No- I would LOVE Sunday hours

No, sometimes wish it was open later, until 8pm, like Wilsonville and Oregon City.

No. Desire earlier Friday opening

No, I wish it was open later.

No because of my working time, I don't have enough time to visit library

Ranking For Open Hours (most to least)	Ranking For Staff w/ On-Call (most to least FTE)	Ranking For Total Revenue (most to least)
Happy Valley (62)	Lake Oswego (33.7)	Lake Oswego
Wilsonville (61)	Oregon City (19.25)	Happy Valley
Oregon City (58)	Milwaukie (18.25)	Oregon City
Milwaukie & West Linn (56)	Wilsonville (17.66)	West Linn
Lake Oswego (54)	Happy Valley (17.55)	Milwaukie
Molalla (53)	West Linn (17.15)	Wilsonville
Sandy (52)	Sandy & Sandy Hoodland (11.66)	Sandy & Sandy Hoodland
Canby (50)	Canby (8.91)	Oak Lodge (CO)
Estacada (49)	Estacada & Molalla (8.75)	Canby
Gladstone & Oak Lodge (CO) (48)	Oak Lodge (CO) (6.8)	Molalla
Sandy Hoodland (38)	Gladstone (4.57)	Gladstone
-	-	Estacada

Current Problems vs. Future Problems

- **Long-term sufficiency and sustainability of Library District funding:** Review the current tax rate, district formula, and equity issues
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Circulation Duties & FTE Equivalent

Circulation hours completed by volunteers last FY:

681 hrs/yr = 57 hrs/month = 14.19 hrs/week = 0.35 FTE

Picklist hours completed by volunteers last FY:

763 hrs/yr = 64 hrs/month = 16 hrs/week = 0.4 FTE

Circulation hours completed by higher class. library staff this FY:

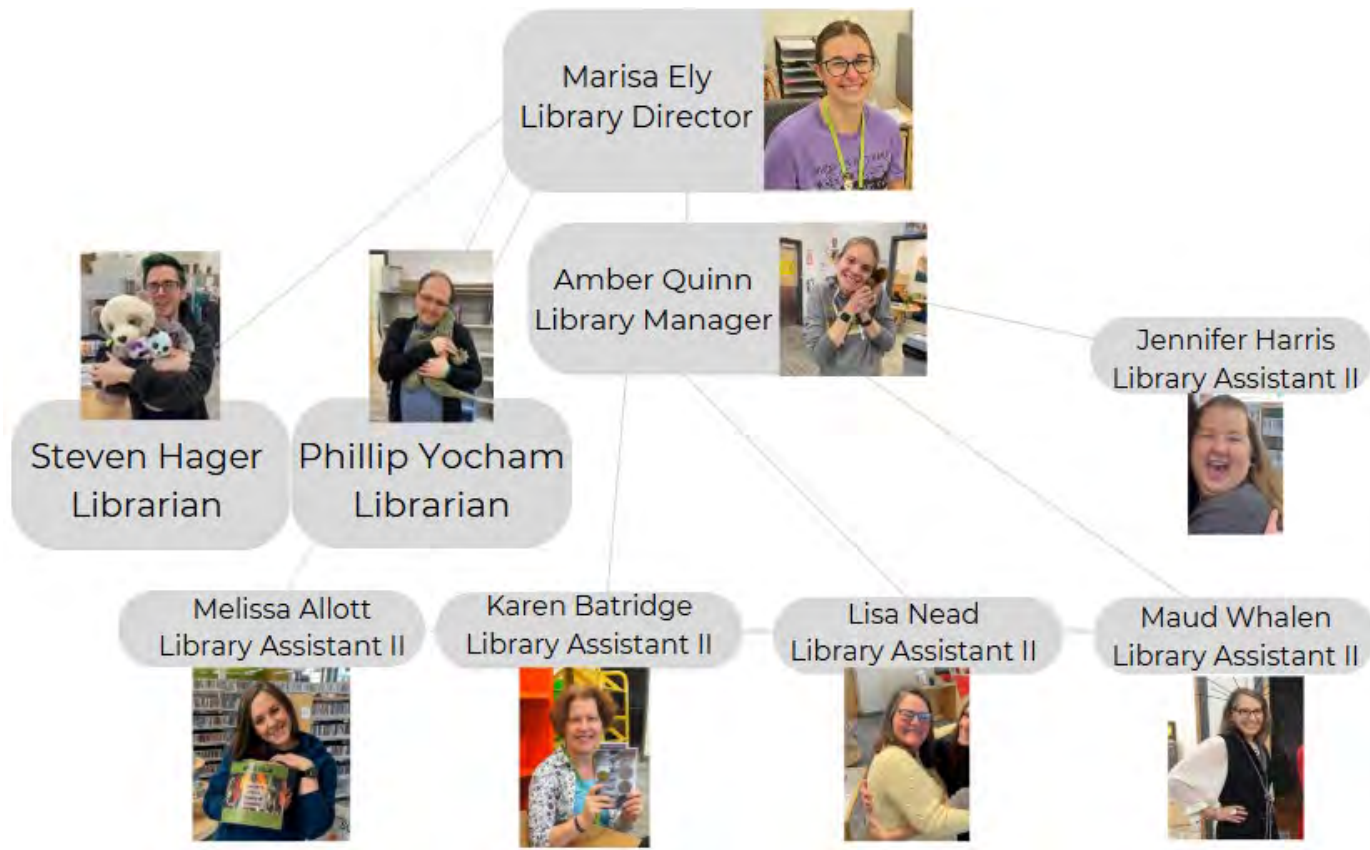
1,770 hrs/yr = 148 hours/month = 36.9 hrs/week = 0.92 FTE

Circulation duties include checking materials in/out, sorting carts, shelving etc.

FY 23-24:

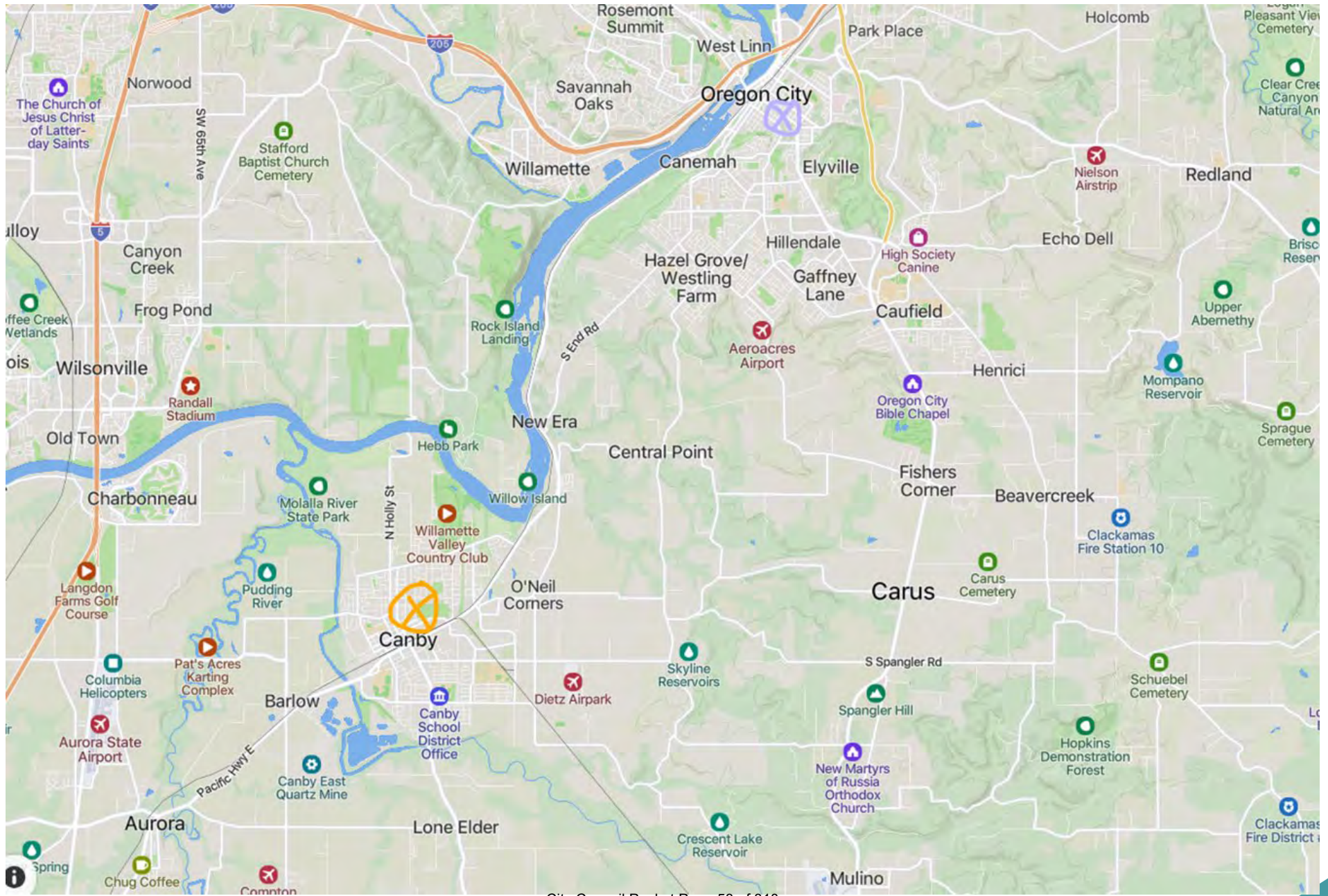
- 251,833 items checked in
- 237,289 items checked out (& shelved)

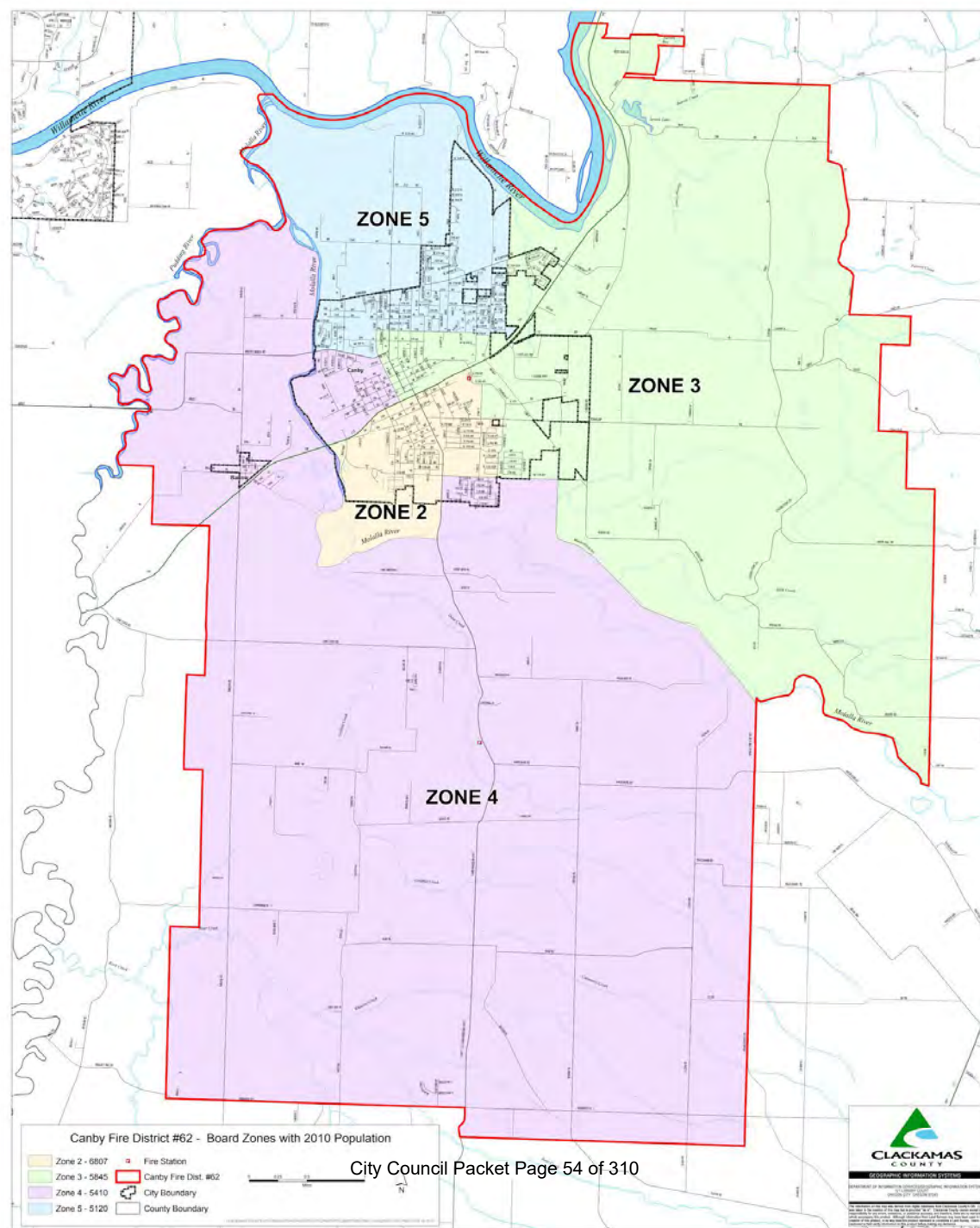
****Total FTE equivalent: 1.67 FTE**



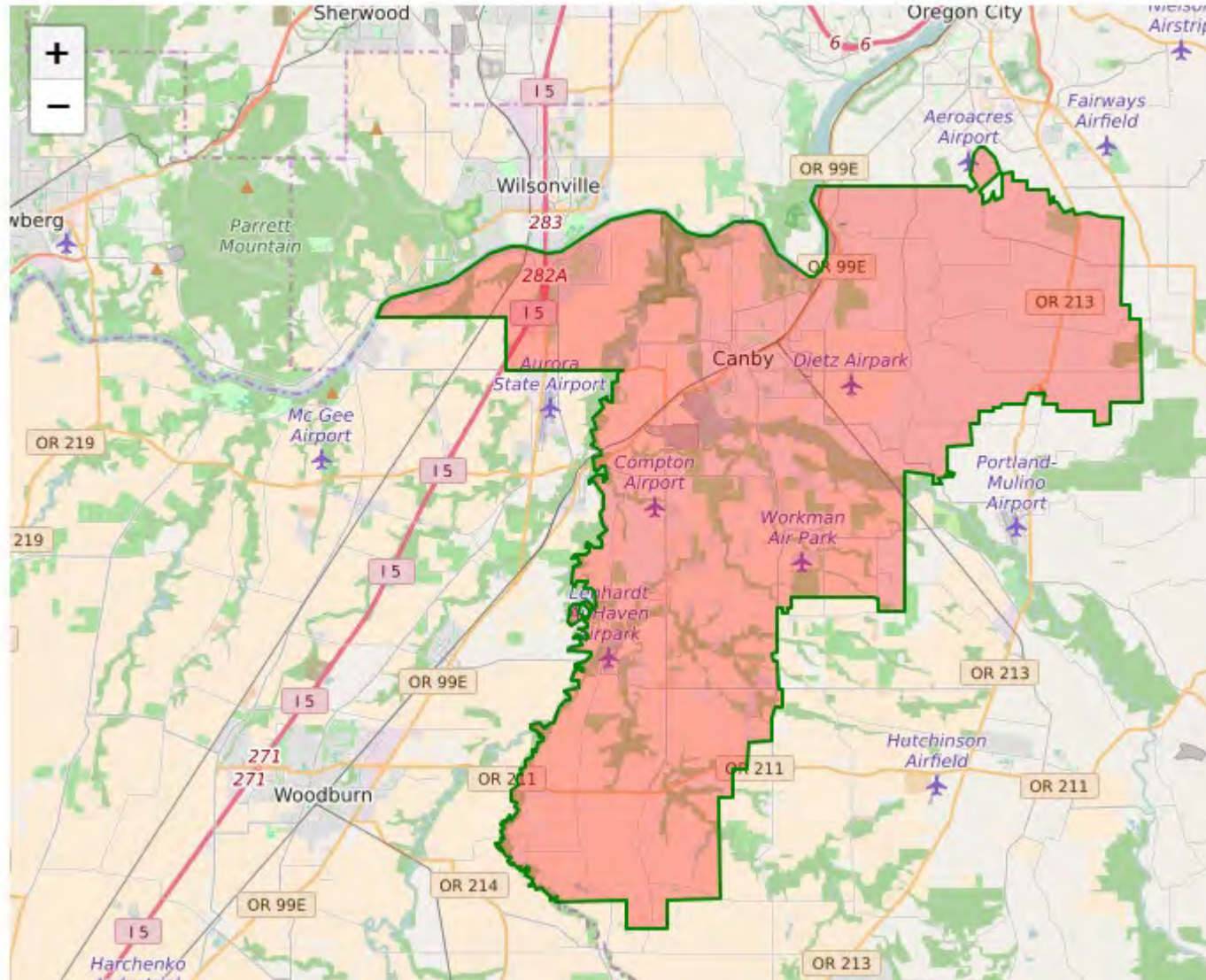
Current Problems vs. Future Problems

- **Long-term sufficiency and sustainability of Library District funding:** Review the current tax rate, district formula, and equity issues
- **City contributions:** Varies depending on the city
- **Rising costs:** Physical AND digital demand, item prices and S/H, supplies & services, internal charges (almost doubling)
- **Library collection budget:** Has remained the same since 2018/2019 despite rising costs and increased circulation statistics
- **Service standards:** Remain the same despite increased visits and statistics
- **Staffing & burnout:** 7.88 FTE (8.9 w/ on-call) after losing Bilingual Librarian & 4 Library Pages
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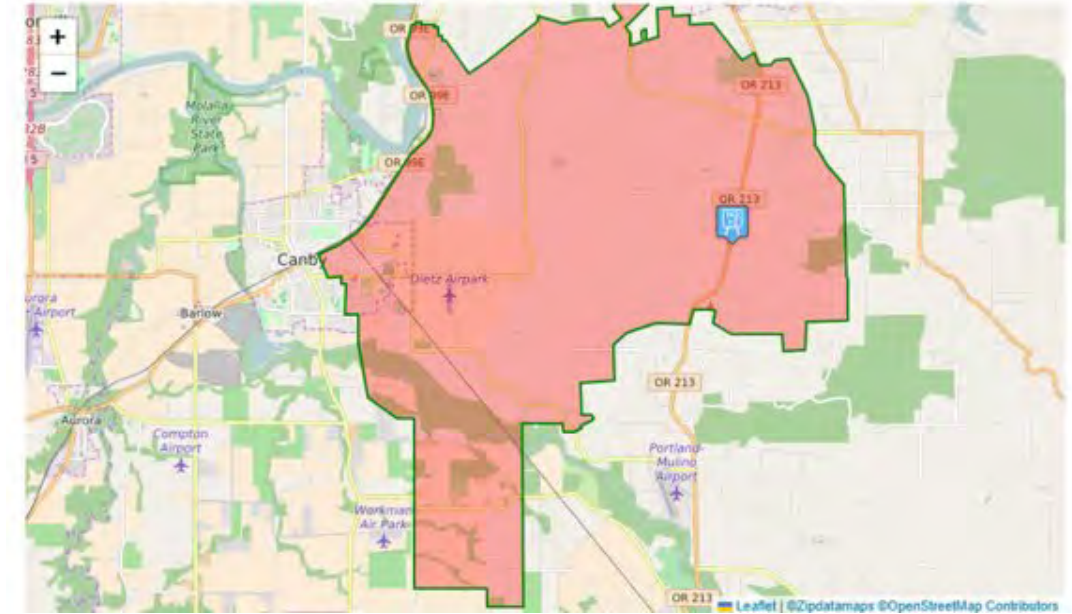




Canby School District 86 Boundary Map



Carus Elementary School Attendance Zone Map



RECAP

- Long-term sufficiency and sustainability of Library funding is at stake
- Varying city contributions create unequitable service problems
- Rising costs for physical & digital materials
- Library collection budget hasn't increased in several years
- Service standards are becoming harder to meet
- Staffing & burnout is real
- Circulation duties & no pages
- Hours do not fully meet our community's needs
- Carus area is part of the Canby Fire & School District, but not Library District

This current FY, our library will see MORE than:

- 100,000 visits
- 1,300 room reservations
- 53,000 holds filled
- 240,000 physical checkouts
- 18,000 reference questions
- 11,000 program participants

"Libraries are centers for learning, connection, and opportunity, adapting to meet the needs of their communities by filling gaps in education, access to technology, and even basic necessities."

From ALA's *I Love Libraries* Initiative

CANBY PUBLIC LIBRARY

SERVICES

With your library card, you can . . .

- Check out books, movies, music, magazines, etc.
- Check out Library of Things items (pickleball sets, automotive scanner, Blu-ray player, label maker etc.)
- Check out digital books, audiobooks, & magazines
- Reserve a meeting/study room
- Get FREE seeds from our Seed Library
- Volunteer for service hours
- Use a 3D printer or other gadget in our Maker Lab
- Attend a program or community event
- Get a document notarized
- Get FREE or reduced admission to Portland area attractions
- Use a computer or WIFI
- Copy, print, & scan
- Buy books at our Friends of the Library bookstore
- Explore art from local artists
- Get technology & research help
- Use online resources at lincc.org
- Use our career center (COMING SOON!)
- And more!

Contact Us: (503) 266-3394
canbyinfo@lincc.org canbyoregon.gov/library

WAYS TO SUPPORT THE LIBRARY

- Get a library card and use it!



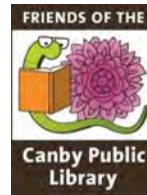
canbypubliclibrary



canbyorpubliclibrary

- Follow us on social media
- Tell others about what services we provide
- Consider donating to:

- Friends of the Canby Public Library
- Canby Public Library Foundation



- Purchase books at the FOL Book Garden, Retro Revival, or Canby Beer Library
- Volunteer
- Join a board
- Advocate...

HOW TO ADVOCATE

- **Contact your Legislator:** Use the [Find Your Legislator tool](#) to identify your State Senator. Email or call their office to express the crucial need to continue IMLS (Institute of Museums & Library Services) funding.
- **Spread the Word:** Many people have never heard of IMLS, though they are very familiar with the programs and services funded in our libraries. Educate the people in your community about the impact that defunding IMLS will have.
- Use ALA's Show Up for Libraries tool to tell Congress your library story: [Tell Your Story](#)
- Sign the EveryLibrary Petition: [EveryLibrary Action](#)
- ****LOCAL OPTION:** Attend meetings & present testimony at the **Clackamas County Board of County Commissioners** meetings
- The public is welcome to provide comment to the board at any [Business Meeting](#) on Thursdays. Register online for Public Communication via Zoom or if you are coming in person there will be a blue card at the door to fill out. Learn about [Presenting Effective Testimony](#) at Board meetings.

Libraries are evidence of public money returned directly to their community as public value.

Libraries make concrete economic contributions that well exceed what cities invest in them.

If economic growth is a priority of the city of Canby, our library should play a larger role in those efforts. This starts with investing in the library!





Questions?

Thank you!

Marisa Ely, MLIS, EdD

Library Director

503-266-0650

ElyM@canbyoregon.gov

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE LIBRARY DISTRICT OF CLACKAMAS COUNTY
AND
MEMBER CITIES

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this ____ day of _____, 2009, by and between the Library District of Clackamas County (the “District”) a county service district formed under ORS Chapter 451, and each of the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn, and Wilsonville (each, a “City” and collectively, the “Cities”).

WHEREAS, voters approved formation of the District to provide financial support to the library service providers of Clackamas County (the “Library Cities”); and

WHEREAS, the Parties desire to work in a cooperative manner to support and provide library services to their residents; and

WHEREAS, many of the Cities participate in the Clackamas County-supported Library Network of Clackamas County, which is discussed in an intergovernmental agreement by and between the participating Cities and Clackamas County; and

WHEREAS, the Cities desire funding by the District and to provide the levels of service described herein;

NOW, THEREFORE, the District and Cities each covenant and agree to the following:

Section 1 Obligations of the District

- 1.1 District Board. The Board of County Commissioners acting under the provisions of ORS 451 is the governing body of the District and shall be known as the District Board.
- 1.2 District Advisory Committee. The District Board shall organize and appoint a District Advisory Committee consisting of one nominee from each Library City consistent with the policies and procedures of Clackamas County and/or the District for advisory committees. The District Board shall appoint the individual nominated by the Library City governing body to fill the service area’s representative seat. The District Advisory Committee shall be responsible for meeting at least annually to consider: (i) the evaluation reports of participating libraries as submitted pursuant to Section 2.3, (ii) any proposed changes to this Agreement pursuant to the amendment process described in Section 3.3, and (iii) any impact of the annexation or withdrawal of territory from the District pursuant to Sections 3.4 and 3.5 hereof.

- 1.3 District Budget Committee. State law also requires that the District constitute a Budget Committee consisting of the members of the District Board and an equal number of citizens, who may be nominated pursuant to existing County budget committee procedures. The role and responsibilities of the Budget Committee shall be as set forth in the applicable statutes.
- 1.4 District Revenue. The District has a permanent tax rate of \$0.3974 per \$1,000 of assessed value, collected from all parcels of real property in the District.
- 1.5 Distribution of Revenue. Revenues generated by the District permanent rate, including delinquent taxes, are allocated, appropriated and expended pursuant to the budget adopted by the District Board. The District Board agrees to allocate, appropriate, and distribute the funds of the District pursuant to the formula as defined on Attachment A (the "Formula") for the service areas as shown on the maps included as Attachment B ("Service Area Maps"). The Formula may be reevaluated as necessary by the Parties to this Agreement. Any change to the Formula shall occur as an amendment to this Agreement.
- 1.6 Transition Payments. The parties hereto acknowledge and agree that the District shall distribute funds to Clackamas County for the operation of the Clackamas Corner and Oak Lodge Libraries pursuant to the alternative Service Area Maps described on Attachment B until such time as the City of Happy Valley and the City of Gladstone construct facilities sufficient to serve such area. During the term of such distributions, the Parties anticipate that the County libraries will be operated in a manner consistent with the Service Standards. Upon completion of such facilities, distributions shall be made based on the indicated Service Area Maps. To the extent the annual distribution of funds to Clackamas County is greater than the annual need to operate such libraries, the District shall retain such funds in trust for the Cities of Gladstone and/or Happy Valley, respectively, for distribution at such time as such City is constructing new library facilities.
- 1.7 Library Authority. Clackamas County operates public libraries pursuant to a board order creating public libraries for all Clackamas County residents dated July 9, 1938, as amended and updated pursuant to Board Order 85-1221 dated October 31, 1985. The District has received a delegation of such authority from Clackamas County to operate as a public library for the benefit of incorporated and unincorporated residents of Clackamas County pursuant to an Intergovernmental Agreement. To the extent necessary to insure the legal and effective functioning of the public libraries of Clackamas County but in no way intended to limit or otherwise restrict the powers or abilities of the City service providers to operate public libraries, the District hereby delegates such authority to operate public libraries for the benefit of incorporated and unincorporated residents of Clackamas County to each City service provider a party hereto or as may join this Agreement from time to time.

Section 2 Obligations of the Cities

- 2.1 Use of Funds. The Library Cities will use District revenue to provide public library service, and shall expend the entire library revenue paid under this Agreement in accordance with the purpose for which it was provided by implementing a plan to achieve the Service Standards. For the purposes of this Agreement, “Service Standards” shall mean (i) the standards described on Attachment C, (ii) the provision of services to all District residents on the same terms, and (iii) the proper expenditure of funds as described in this Section 2.1. District funds may not be used to support general overhead or administrative costs of Cities except to the extent such overhead or administrative costs are directly related to the provision of library services and/or the operation of a public library. It is the intention of the parties to work cooperatively in helping each city make progress in meeting the Service Standards.
- 2.2 Library Management. Library Cities retain administrative control over the library and library services in its service population. Each such City is responsible for developing library services based on the needs of its service population and the available revenue. The Library Cities will cooperate with the District Advisory Committee to assist in the review of library services to District residents.
- 2.3 Cooperation and Reporting. Each Library City will cooperate to the maximum extent practicable with other participating Cities to form standardized rules, procedures, and programs that affect the District and the provision of library services in Clackamas County as a whole. Each Library City will provide the District with (i) copies of its annual report to the State of Oregon regarding the provision of library services, (ii) a report on its efforts to meet OLA Threshold Standards as defined on Attachment C, and (iii) any supplemental reports that the District through both the District Advisory Committee and the District Board may require.

Section 3 Term and Amendment

- 3.1 Term. This Agreement shall commence on July 1, 2009 and continue until terminated as set forth herein.
- 3.2 Termination. This Agreement shall terminate upon the dissolution of the District.
- 3.3 Amendment. Except as specifically provided in Section 4.14, this Agreement may be amended at any time upon the agreement of the District and two-thirds of the Library Cities; *provided, however*, that any amendment that would amend that portion of the Formula providing for the return of one hundred percent (100%) of revenue collected within a City service provider’s boundaries to such City service provider shall require the unanimous consent of all Cities serving on the District Advisory Committee.

- 3.4 Changes in District Territory. The parties hereto recognize that during the term of this Agreement changes in the District territory may occur, such as (i) territory outside the District may annex into the District, (ii) territory currently in the District may withdraw by annexation into a non-participating City, or (iii) unincorporated territory currently in the District may annex into a participating City. The District shall inform the District Advisory Committee of any such changes, and the District Advisory Committee shall review the Service Area Maps and the Formula and recommend any amendments to this Agreement necessary to adjust for such changes.
- 3.5 Incorporation of a City within District Boundaries. Should an unincorporated area within the District choose to incorporate during the life of the District, the District Advisory Committee shall make a recommendation to the District Board of whether the newly-incorporated city qualifies as a service provider as such term is generally used in this Agreement, and if so to what extent the Formula should be adjusted to allow for a distribution to such new service provider. If the newly-incorporated city does not qualify as a service provider, the District Advisory Committee shall make a recommendation to the District Board regarding the impact, if any, of the new city on the provision of library services. Any proposed changes shall be addressed as an amendment to this Agreement.

Section 4 General Provisions

- 4.1 Indemnification. Each party shall release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, elected officials, employees, and agents, from and against all damages, claims, injuries, costs, or judgments that may in any manner arise as a result of the party's performance under this contract, subject to Oregon Tort claims limitations.
- 4.2 Governing Law. This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 4.3 Savings. Should any portion of this Agreement or amendment there to be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of the Agreement shall remain in effect. All Parties shall immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.
- 4.4 Reasonable Attorney's Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs incurred in connection with such action or on appeal or review; said amount to be set by the court before which the matter is heard.

- 4.5 Notices. Formal notices, demands and communications between the Parties shall be deemed given three (3) business days after being sent by registered or certified mail, postage prepaid, return receipt requested to the principal offices of the party hereto, or upon confirmation of receipt via facsimile, electronic transmission, or hand delivery. Such written notices, demands and communication may be sent in the same manner to such other addresses and to such other persons and entities as either party may from time to time designate by mail as provided in this section.
- 4.6 No Personal Liability. No member, official, agent, or employee of the County, the District, or any City shall be personally liable to the other or any successor-in-interest thereto in the event of any default or breach by such entity.
- 4.7 No Agency. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 4.8 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.
- 4.9 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, and deliver from time to time such further instruments as a requesting party may reasonably require to accomplish the purposes of this Agreement.
- 4.10 Non-Waiver of Rights. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach of any provision of this Agreement shall not constitute a waiver of any provision of this Agreement or limit the party's right thereafter to enforce any provision or exercise any right.
- 4.11 Time is of the Essence. A material consideration of the parties entering into this Agreement is that the parties will perform all obligations under this Agreement in a timely manner. Time is of the essence as to each and every provision of this Agreement.
- 4.12 Restricted Assignment. No party hereto may assign its rights, responsibilities or obligations hereunder to another party, by operation of law or otherwise, without (i) seeking and receiving an amendment of this Agreement, (ii) having said party join this Agreement on the terms, conditions and covenants herewith, and (iii) with a demonstration that such new party has the capability and

durability to meet or exceed the levels of library service currently being provided by the party seeking to assign. The District Advisory Committee shall evaluate any request for assignment and make a recommendation to the District Board regarding the granting or denial of the same based on the above criteria, including the District Advisory Committee's determination of criteria (iii) above.

4.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

4.14 Enforcement of Terms. The Parties hereto recognize that the District is relying on the good faith and commitments of the Library Cities to utilize the funding provided by the District in the promised manner. The Parties expect that to the extent there is any noncompliance or breach of this Agreement, the Parties will discuss such noncompliance or breach in the District Advisory Committee and encourage an effort towards compliance. If discussions and encouragement do not remedy the continued failure of a party to meet the Service Standards or other term of this Agreement, then the District Advisory Committee shall meet to consider an amendment to this Agreement to create incentives for compliance, including but not limited to withholding of District funds, reallocation of unincorporated residents to neighboring service areas, or other such actions as may be deemed appropriate. The Parties hereto agree that in an event of a material breach of this Agreement by one of the Parties, an amendment proposed to specifically address such breach shall require a two-thirds vote of the Library Cities, including but not limited to any amendment which would reduce the breaching City's 100% return on assessments within such City's boundaries, either via a Formula amendment or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS, AS THE GOVERNING BODY OF THE
LIBRARY DISTRICT OF CLACKAMAS COUNTY
By: _____
Title: <u>Chair</u> _____
ATTEST: _____

THE CITY OF BARLOW	THE CITY OF CANBY
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF ESTACADA	THE CITY OF GLADSTONE
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF HAPPY VALLEY	THE CITY OF LAKE OSWEGO
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF MILWAUKIE	THE CITY OF MOLALLA
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF OREGON CITY	THE CITY OF RIVERGROVE
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF SANDY	THE CITY OF WEST LINN
By: _____ Title: _____	By: _____ Title: _____
ATTEST: _____	ATTEST: _____

THE CITY OF WILSONVILLE	
By: _____ Title: _____	
ATTEST: _____	

Attachment A

1. For the purposes of this Agreement, the “Formula” shall be calculated consistent with the following concepts:

a. The District rate is \$0.3974 per \$1000 of assessed value.

b. Each year the District will receive the amount collected for the year plus delinquent taxes recovered from the previous year. The District will distribute funds when received using the formula described below and shown in the example.

2. The Formula has two components:

a. City Assessed Value Component: The annual distribution to a Library City for properties within its boundaries shall equal the assessed value of such Library City’s properties, as established annually by the Clackamas County Assessor, divided by the total assessed value of all properties in the District. This determines the Assessed Value Percentage Rate for each Library City. Each Library City will receive funds equal to the Assessed Value fund amount multiplied by its individual Assessed Value Percentage Rate.

b. Unincorporated Population Served Component: After calculation of each Library City’s Assessed Value fund amount, the District shall calculate the remaining funds to be distributed (the “Remainder Amount”) and distribute those funds based on the Unincorporated Population Served Percentage Rate based on the Service Area Maps attached to this Agreement as Attachment B. The term “Unincorporated Population” will also include residents of those cities that do not provide library services.

The Unincorporated Population Served Percentage Rate is determined by the number of unincorporated residents served by each City as allocated on the Service Area Maps divided by the total number of unincorporated residents within the District. Each Library City will receive funds equal to the Remainder Amount multiplied by its individual Unincorporated Service Area Percentage Rate.

3. Prior year recovered delinquencies and interest earned: Recovered delinquent taxes combined with any interest earned will be distributed to Library Cities based on the distribution percentage allocations calculated in the previous tax year.

Below are examples of the distribution of funds based on 2008 assessed values and population figures. The spreadsheet assumes the new Gladstone/Oak Lodge and Happy Valley libraries have not yet been constructed.

Library District Distribution Formula

<i>Assessed Value 2008</i>		
Total County Assessed Value (AV)	\$32,936,836,893	100%
Less: Non-Participating City AV	\$(1,239,770,249)	-4%
Equals: Total Library District AV	\$31,697,066,644	96%
Participating Cities:	Assessed Value	
Canby	\$999,941,295	6%
Estacada	\$179,662,976	1%
Gladstone	\$635,886,719	4%
Happy Valley	\$1,508,430,197	9%
Lake Oswego	\$4,756,391,295	28%
Milwaukie	\$1,467,817,328	9%
Molalla	\$409,821,923	2%
Oregon City	\$2,002,572,357	12%
Sandy	\$551,473,814	3%
West Linn	\$2,655,549,376	16%
Wilsonville	\$1,652,437,025	10%
Total Participating Cities AV	\$16,819,984,305	100%
Total Library District AV	\$31,697,066,644	100%
Less: Participating Cities AV	\$(16,819,984,305)	-53%
Equals: Unincorporated AV in District	\$14,877,082,339	47%

<i>Unincorporated Population Served 2008</i>		
Canby	10,221	6%
Estacada	16,802	9%
Gladstone	8,506	5%
Happy Valley (Town Center)	32,373	18%
Lake Oswego	3,305	2%
Milwaukie	10,756	6%
Molalla	15,001	8%
Oregon City	28,015	15%
Sandy	22,236	12%
West Linn	5,691	3%
Wilsonville	3,421	2%
Oak Lodge	28,036	15%
	184,363	100%

<i>Example Distribution Calculation</i> <i>Assuming \$12 million in tax receipts</i>		
Total District Tax Receipts		
Total Tax Collected	\$12,000,000	100%
City Assessed Value	\$6,367,776	53%
Unincorporated Population Served	\$5,632,224	47%

City Distribution of Receipts				
	<i>Assessed Value</i>	<i>Pop Served</i>	<i>Total</i>	
			\$	%
Canby	\$378,562	\$312,248	\$690,810	6%
Estacada	\$68,018	\$513,295	\$581,313	5%
Gladstone	\$240,736	\$259,855	\$500,592	4%
Happy Valley (Town Center)	\$571,067	\$988,984	\$1,560,051	13%
Lake Oswego	\$1,800,693	\$100,967	\$1,901,660	16%
Milwaukie	\$555,692	\$328,592	\$884,284	7%
Molalla	\$155,152	\$458,275	\$613,427	5%
Oregon City	\$758,142	\$855,848	\$1,613,990	13%
Sandy	\$208,779	\$679,302	\$888,081	7%
West Linn	\$1,005,348	\$173,858	\$1,179,206	10%
Wilsonville	\$625,586	\$104,510	\$730,096	6%
Oak Lodge	\$-	\$856,490	\$856,490	7%
	\$6,367,776	\$5,632,224	\$12,000,000	100%

Attachment B

Service population maps are included as Attachment B.

1. The maps divide Clackamas County into library service areas. These areas are based on distance, roads, rivers, travel patterns, etc. and are intended to define where people are most likely to receive library service, and to give a Library City the ability to meet the library threshold standards in Attachment C. Each Library City's service area has been constructed by assigning Census tracts into library service areas. Based on census data compiled every 10 years, the population in each census tract will be verified and then the total unincorporated population within each service area will be used to calculate the Formula.
2. For the continuation of library service to the citizens in the Oak Lodge and Clackamas Corner areas, the service area boundaries and population served totals will not change until the new Happy Valley Library is open and the new Gladstone/Oak Lodge Library is open. As each new facility is opened to the public, the service population will be adjusted to the new agreed-upon boundaries found in this Attachment. The population service area changes and resulting increase in payments for unincorporated population served will take place in the fiscal year following the library opening.

[See attached maps]

Attachment C
Service Standards

The Parties agree that all library service providers shall strive to meet OLA Threshold Standards, with a particular emphasis on:

STAFFING: Provide qualified staff employed by the library as outlined in the table below:

Population Served	Threshold Staffing Level
0 - 2,499	0.5 FTE, with high school diploma
2,500 - 4,999	0.35 FTE/1,000 served. Director has B.A.
5,000 - 9,999	0.35 FTE/1,000 served. Director has B.A.
10,000 - 24,999	0.35 FTE/1,000 served. Director has MLS.
25,000 - 49,999	0.35 FTE/1,000 served. Director has MLS. 1/5 of staff has MLS.
50,000 - 499,999	0.33 FTE/1,000 served. Director has MLS. 1/5 of staff has MLS.

MATERIALS: Provide the number of volumes in the library's total collection as spelled out in the table below:

Population served	Threshold Materials
0 - 49,999	Material collection of 5,000 items or two items per capita, whichever is greater.
50,000+	Material collection of two items per capita.

ACCESS: Provide and post open hours which fit the community's need, including evening and weekend hours, and provide the minimum standards listed in the table below:

Population served	Threshold
0 - 4,999	20 hours
5,000 - 9,999	30 hours
10,000 - 24,999	40 hours
25,000 +	50 hours

NOTE: Total staffing levels and material volumes may be constrained by current facility size limitations. The Parties understand and agree that a strategic plan that recognizes such size limitations and adjusts staff and material goals accordingly is an acceptable implementation of this standard.

**CANBY CITY COUNCIL
WORK SESSION MINUTES
March 19, 2025**

Presiding: Traci Hensley

Council Present: Daniel Stearns, Paul Waterman, James Davis, and Jason Padden.

COUNCIL ABSENT: Herman Maldonado and Brian Hodson.

Staff Present: Eileen Stein, City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Don Hardy, Planning Director; Ryan Potter, Planning Manager; Jerry Nelzen, Public Works Director; Monica Stone, Wastewater Treatment Plant Supervisor; Steve Gering, Environmental Compliance Coordinator; and Jamie Stickel, Economic Development Director/Communications Specialist.

CALL TO ORDER: Council President Hensley called the Work Session to order at 6:01 p.m.

SYSTEM DEVELOPMENT CHARGES: Don Hardy, Planning Director, introduced Todd Chase from FCS Group. Also present virtually was Josh Soper, Berry, Elsner, Hammond Law. This Work Session was a follow up to the previous Work Session on SDCs to allow for more information and answer questions from the Council.

Mr. Chase gave a summary of the local policy options that were discussed last time. The nonresidential SDCs and SDCs scaled by home size had consensus support. He gave an example of existing Canby SDCs if scaled by house size. Discounts or exemptions for affordable housing had mixed support. He explained the advantages and disadvantages of one or more SDC districts, the Wilsonville case study, another example of South Hillsboro, basis for the SDC charges, and Parks Level of Service policy options.

There was discussion regarding options for reimbursement from SDCs for a project, both residential and nonresidential should pay SDCs, how other cities handled discounts or exemptions for affordable housing, how the SDCs did not have to be used in the district they were collected in, flaw in the methodology that more people lived in large houses when actually more lived in affordable housing, creating multiple park districts, no cap for scaling by house size, definition of affordable housing, and charging SDCs for an increase of use.

Mr. Hardy discussed the next steps for adopting the new SDC fees.

Council President Hensley adjourned the Work Session at 6:59 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
March 19, 2025**

PRESIDING: Brian Hodson

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

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Eileen Stein, City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Jerry Nelzen, Public Works Director; Monica Stone, Wastewater Treatment Plant Supervisor; Steve Gering, Environmental Compliance Coordinator; and Jamie Stickel, Economic Development Director/Communications Specialist.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:07 p.m.

NEW EMPLOYEE INTRODUCTIONS: None.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Celesta Graves, Canby Pride representative, read a proclamation declaring Transgender Day of Visibility on March 31.

Kristi Smith, Canby Pride, thanked the Mayor and Council for participating in the meet and greet with Canby Pride. Listening was only the first step, and she expressed the need for action. Those in the LGBTQ+ community did not feel emotionally safe in Canby. They expressed concern about raising their children in a town where harassment and discrimination went unchecked. A starting point was for the City's leadership to acknowledge a small gesture such as Transgender Day of Visibility. Proclamations were a way to show that discrimination and hate were not acceptable in our community.

Bill Vermillion and John Alfieri, Canby VFW Post 6057, came to recognize the 58,000 plus Vietnam veterans who lost their lives in Vietnam and to invite the public to a presentation at the Vietnam Era Memorial and lunch at Burgerville after on March 29 at 11:00 a.m.

Mayor Hodson corrected the ORS posted for the Executive Session, which should be ORS 660.192(2)(i) Performance Evaluation.

CONSENT AGENDA: **Council President Hensley moved to approve the March 5, 2025, City Council Work Session and Regular Meeting minutes and the Full-On Premises, Commercial OLCC Application for T's Lucky Pub located at 136 N Grant Street. Motion was seconded by Councilor Padden and passed 5-0.

PUBLIC HEARING:

Setting Industrial Waste Discharge Limits – Mayor Hodson opened the public hearing and read the hearing statement.

STAFF REPORT: Monica Stone, Wastewater Treatment Supervisor, and Steve Gering, Environmental Coordinator, presented the staff report. The resolution would allow the City to adopt new local limits for industrial wastewater users and set fees associated with implementing the City's industrial pre-treatment program. He explained the wastewater treatment process and how some businesses discharged pollutants that could disrupt the process. Special discharge limitations needed to be placed on such businesses. He discussed the proposed limitations and fees associated with the program.

The Council asked questions about current permits, penalties for violations, methodology for the fees, and basing the limits on the NPDES Permit.

There was no public testimony.

Mayor Hodson closed the public hearing.

****Councilor Padden moved to adopt Resolution 1422, A RESOLUTION SETTING INDUSTRIAL WASTE DISCHARGE LIMITS, DEFINING NORMAL WASTEWATER POLLUTANT CONCENTRATIONS, REQUIRING INDUSTRIAL WASTEWATER DISCHARGE PERMIT FEES, ESTABLISHING FEES AND CHARGES FOR THE TESTING OF INDUSTRIAL WASTEWATER, AND THEREFORE REPEALING RESOLUTION NO. 1150. Motion was seconded by Council President Hensley and passed 5-0.**

Alternative Delivery Method – Mayor Hodson opened the public hearing and read the hearing statement.

STAFF REPORT: Ms. Stone presented the staff report. She discussed the alternate delivery method for the upgrade to the ultraviolet disinfection system at the Wastewater Treatment Plant. After doing more testing, they found the upgrade was not going to be sufficient and the system needed to be replaced. Because of the need to replace it as quickly as possible, she was requesting a different process from the typical bid, design, bid, build process which could take several years. She would like to do a progressive design build process where the construction and design could be bid at the same time.

The Council asked questions about change orders and staying within budget, cost for the project, and needed future upgrades to the Wastewater Treatment Plant.

There was no public testimony.

Mayor Hodson closed the public hearing.

****Council President Hensley moved to adopt Resolution 1424, A RESOLUTION ADOPTING FINDINGS TO UTILIZE DESIGN-BUILD AS AN ALTERNATIVE PROCUREMENT METHOD FOR THE ULTRAVIOLET DISINFECTION SYSTEM PROJECT AND EXEMPTING THE PROJECT FROM COMPETITIVE BIDDING REQUIREMENTS. Motion was seconded by Councilor Davis and passed 5-0.**

ORDINANCES AND RESOLUTIONS:

Resolution 1425 – Eileen Stein, City Administrator, said this was the final step to adopt the City Council Goals for FY 25-27.

****Councilor Padden moved to adopt Resolution 1425, A RESOLUTION ADOPTING CITY COUNCIL GOALS FOR FY 25-27. Motion was seconded by Councilor Davis and passed 5-0.**

OLD BUSINESS: Potential Hotel Incentives – Jamie Stickel, Economic Development Director/Communications Specialist, presented options for hotel incentives. She gave a background and overview of incentives, fee and permitting assistance, tax abatement: standard enterprise zone, and public-private partnerships.

There was discussion regarding extending S Berg Parkway for another road into the industrial park, sound-proofing from the railroad, how the Council generally was not in favor of tax abatement/enterprise zones but was in favor of design assistance, land acquisition, City developed amenities, and possibly SDC assistance/staggering payments. There was further discussion regarding improving the current motel, potential land for a hotel on 99E, breakdown of how much the incentives would cost, and making the City a destination to be ready for a hotel.

There was consensus for staff to do more work on SDC/permitting assistance, potential property purchase, design assistance, City developed property, and possible Local Improvement District or Advanced Financing District.

NEW BUSINESS: None.

MAYOR'S BUSINESS: None.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Padden gave updates on the Willamette Falls & Landings Heritage Area Coalition who were in their new building. He thought the City should become a paid member of the Coalition. He noted the Budget Committee meeting coincided with the Clackamas Cities Dinner in May and asked if it could be rescheduled. He reported on the Planning Commission meeting, First Thursday, need for regular updates on legal fees, and attending the funeral for the owner of Al's Garden Center. He thanked Canby Pride for setting up the candidate's forum and encouraged the Council to attend Pride events.

Councilor Davis spoke about the upcoming Parks and Recreation Advisory Board meeting where the 20-year plan would be discussed. He would like to see the Maple Street Park parking project go out to bid. There was a final review with the consultant for Dodds Addition park and then it would come to Council for approval. The little libraries were up at the parks and Canby Rotary would maintain them. The Planning Commission's final decisions for the new Adult Center building were all doable. He reported on the Rotary Father/Daughter Dance and Chamber Gala. The Chamber of Commerce Director had recently resigned. He noted the flag should be replaced at City Hall.

Councilor Stearns reported on the Citizens Engagement Academy and announced a Canby Utility Board public hearing on rates on April 8.

Councilor Waterman reported on the Library Board meeting where library funding was discussed and the Bike and Pedestrian Committee meeting where e-bike rules were discussed. Pride in the Park was scheduled for June 22.

CITY ADMINISTRATOR’S BUSINESS: Ms. Stein said the RFP had been issued for Maple Street Park for a new engineer of record to do the design. She noted in the packet there was an update on Public Works, Parks, and Wastewater Treatment Plant projects. Bi-Monthly reports were also in the packet.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Resolutions 1422, 1424, and 1425.

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

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 9:10 p.m. Mayor Hodson adjourned the Executive Session at 11:35 p.m. The Regular Meeting did not reconvene.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
April 2, 2025**

PRESIDING: Brian Hodson

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

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/City Recorder; Emily Guimont, City Attorney; Jerry Nelzen, Public Works Director; Jamie Stickel, Economic Development Director/Communications Specialist; Scott Schlag, Finance Director; Ryan Potter, Planning Manager; and Spencer Polack, Public Works Manager.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:07 p.m.

NEW EMPLOYEE INTRODUCTIONS: None.

NATIONAL LIBRARY WEEK 2025 PROCLAMATION: Mayor Hodson read the proclamation declaring April 6-12, 2025, as National Library Week and presented it to Marisa Ely, Library Director.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: None.

CONSENT AGENDA: **Council President Hensley moved to approve the consent agenda including the minutes of the March 12, 2025, Special Called Work Session and the appointment of Tom O'Brien to the Traffic Safety Committee with a term ending June 30, 2025. Motion was seconded by Councilor Padden and passed 5-0.

ORDINANCES AND RESOLUTIONS:

Ordinance 1641 – Jerry Nelzen, Public Works Director, said there was only one bidder, Curran-McLeod, Inc., for construction phase engineering services for improvements on NE 10th Avenue. He explained the details of the project and budget.

****Councilor Padden moved to approve 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 to come up for second reading on April 16, 2025. Motion was seconded by Councilor Davis and passed 5-0 on first reading.**

OLD BUSINESS: None

NEW BUSINESS:

Street Maintenance Fee Update – Mr. Nelzen shared updates on the Street Maintenance Fee Task Force work. The information the Task Force used was from 2018, and they recommended to maintain the City's current PCI (Pavement Condition Index), the fee should be raised to \$7.46. If they wanted to increase the PCI by 2.5 points, it should be raised to \$10.46.

Eileen Stein, City Administrator, discussed the estimated revenues and impacts of the Task Force recommendation on residential and non-residential categories. She thought the new fee should go into effect next year to allow staff time to do an audit.

Councilor Padden shared data about the declining number of miles of pavement that were improved over the years, decline in revenue due to inflation, and how much the City had lost because the fee had not been adjusted. He was concerned that some industrial businesses were not being properly charged. However, he did not want to wait for an audit before the fee was increased and lose more revenue. He thought they should increase the fee for the upcoming fiscal year.

There was discussion regarding the Task Force rescinding their recommendations due to the work done with erroneous numbers, how adjusting the fee was the Council's decision to make, percentage of residential vs. business revenue, how the fee was assessed, enforcement, modifying the ordinance to index for inflation, how the fee should be set on what was needed not on what was missed, businesses passing the fee on to customers, better formula for the fee, incremental increases rather than one time increase, how to deal with tax exempt properties, project list, timeframe for getting the audit done, and options if they wanted to charge less in a future year.

There was consensus to tie the current fee to the consumer price index for next fiscal year. There needed to be further discussion about a fee increase, fee calculation, and exempting government agencies at future Work Sessions.

Maple Street Park Improvements – Mr. Nelzen presented improvements to be done to Maple Street Park including additional parking and playground equipment upgrade. He explained the budgeting through the General Fund if they did the project now or waiting to include the project on the SDC list to use SDC funds. They still had to get Engineering on board for the project. Staff recommended waiting for the next fiscal year so it could be paid for by SDCs. They could move forward with the Engineering before the next fiscal year and be ready to go out to bid in July.

There was discussion regarding paying for the project with SDCs and the plans for other park projects, and that Engineering costs should come from General Fund and the construction costs come from SDCs.

There was consensus for staff to bring back the Engineering costs to the next meeting.

MAYOR'S BUSINESS: Mayor Hodson said he would be attending the upcoming Clackamas County Coordinating Committee and Region 1 Area Commission on Transportation meetings.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Padden attended the Chamber of Commerce luncheon. He thanked staff for taking care of the timers for the lighting at City Hall and dealing with recent graffiti. He asked that the Council not be on their cell phones in Executive Sessions.

Council President Hensley reported on the Traffic Safety Commission meeting where they discussed speed limit reductions. She attended the memorial for Eric Van Zandt, community volunteer. She reported on the French Prairie Forum and the Vietnam Veteran Memorial ceremony.

Councilor Davis reported on the Parks and Recreation Advisory Board where they discussed Dodds Farm Park and had a conversation with Canby Softball about Maple Street Park field maintenance, bathrooms, master fee schedule, and scheduling. The new Adult Center application was approved with conditions. He attended the Vietnam Memorial ceremony. He asked about freezing the hiring of employees until after the budget process due to a potential budget shortfall.

Ms. Stein would look at the positions that were being advertised and if they were already budgeted.

Councilor Stearns said Canby Utility was looking for a new director and they were planning to hold a hearing on a proposed rate increase next Tuesday. He suggested better tracking of what the Park Maintenance Fee was used for. They also needed to set aside time to discuss the new evaluation process for the City Administrator.

Councilor Waterman said there was a potential applicant for the Bike and Pedestrian Committee. He also attended the Chamber of Commerce luncheon.

CITY ADMINISTRATOR'S BUSINESS: Ms. Stein reviewed the status of the FY 24-26 Council Goals.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Approved Ordinance 1641, to come up for second reading on April 16, 2025.

****Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(d) Labor Negotiations. Motion was seconded by Councilor Padden and passed 5-0.**

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 9:23 p.m. Mayor Hodson reconvened the Regular Meeting at 10:13 p.m. and immediately adjourned.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

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

Summary

There are currently two vacancies on the Bike and Pedestrian Committee. The vacancies have been advertised on the City's website and in the local paper several months back.

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

Chair Mindy Montecucco and Staff Liaison Emma Porricolo interviewed Michelle Bayley on Tuesday, April 1. After the interview, it was recommended Michelle Bayley be appointed to the Bike and Pedestrian Committee.

Attachments

Michelle Bayley's Application

Fiscal Impact

None

Recommendation

1. Appoint Michelle Bayley to the Bike and Pedestrian Committee.
2. Take no action.

Proposed Motion

"I move to approve the appointment of Member Michelle Bayley to the Bike and Pedestrian Committee with a term ending June 30, 2027."

VOL-06 - Bicycle & Pedestrian Committee Member

Contact Information -- Person ID: 37791328

Name:	MICHELLE R. BAYLEY	Address:	[REDACTED] Canby, Oregon 97013 US
Home Phone:	[REDACTED]	Alternate Phone:	
Text Messaging Mobile No:	[REDACTED]	Email:	[REDACTED]
Notification Preference:	Email	Former Last Name:	[REDACTED]

Education

City of Canby has chosen not to collect this information for this job posting.

Work History

City of Canby has chosen not to collect this information for this job posting.

Certificates and Licenses

City of Canby has chosen not to collect this information for this job posting.

Skills

City of Canby has chosen not to collect this information for this job posting.

Additional Information

City of Canby has chosen not to collect this information for this job posting.

References

City of Canby has chosen not to collect this information for this job posting.

Resume

Text Resume

Attachments

City of Canby has chosen not to collect this information for this job posting.

Supplemental Questions

1. Q: What are your community interests (committees, organizations, special activities)?

A: My community interests are:
 I enjoy volunteering and working with others to improve our community.
 I'm an advocate for Canby citizens to have safe walkable and rideable paths.
 I'm a proud member of the Canby chapter of Philanthropic Educational Organization (P.E.O.)
 I'm excited about working on projects to improve the infrastructure for cyclists and pedestrians in our city.

2. Q: What are your major interests or concerns in the City's programs?

A: My interest in my local government was peaked when I started attending the Canby Civic Engagement Academy. I would like to become more involved in my local government.

3. Q: Why are you interested in this volunteer position?

A: I would say that my greatest interest in the Bicycle & Pedestrian Committee lies in the area of sustainable transportation and mobility planning.

4. Q: Please share your experience and educational background.

A: My experience and educational background is:
 Lived in Clackamas county for 24 years (Canby 3 years)
 a Member of the Bear Creek Byway project- Ford Institute Leadership Program (Cohort 2)
 BA in Psychology from Marylhurst University
 Ford Family Opportunity Scholar

Phil Knight Scholar
Currently self employed

5. Q: Please list any other City or County positions on which you serve or have served.

A: I am currently attending the Canby Civic Engagement Academy

6. Q: If you were referred by someone, please list.

A: N/A



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

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. (*Second 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 adopt 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."

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 May 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.

* * *

* * *

* * *

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

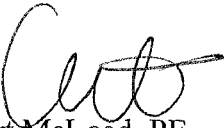
Project Schedule:

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: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider **Ordinance No. 1642**: An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record. (*First Reading*)
Goal: Align resources to address future community growth.
Objective: N/A

Summary

This Ordinance is to approve a contract for Engineer of Record Services with Curran-McLeod, Inc. The City will hire the City Engineer of Record for an initial term of five (5) years, with an option for the City to renew for an additional five (5) years.

Background

In March, the City published an RFP for Engineer of Record Services. Having an engineer of record will provide technical support to the city for long range planning, pre-construction/pre-application meetings, plan review and any other emergency that might arise that will need immediate engineering support.

Discussion

The contract envisions the City Engineer of Record for an initial term of five (5) years, with an option for the City to renew for an additional five (5) years. The City Engineer reports directly to the Public Works and Planning Directors. Much of the work occurs via telephone conferences and e-mail. Inquiries from the public and/or press are outside the purview of the City Engineer. All inquiries for the City Engineer's time shall be channeled through the Public Works and Planning Director who must authorize such requests prior to the City Engineer taking any action.

The City Engineer may be directed to undertake specific projects for the city that have a finite scope of work and are less than \$50,000, are relatively large in scale, or for any other reason the city wishes to assign the work to the City Engineer. For projects that are estimated above \$50,000, the City Engineer shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Prior to commencing work that is estimated to be above \$50,000, the parties shall mutually execute a work order pursuant to their executed contract. For clarity's sake, although the City is seeking an engineer of record, the City reserves the right to hire and work with other engineers, as it determines whether it is necessary or appropriate, in the City's sole discretion.

Attachments

1. Ordinance No. 1642
2. Professional Services for Engineer of Record Contract with Curran-McLeod, Inc.
3. Exhibit B

Fiscal Impact

The City will be billed or pass through rates established in Exhibit B.

Options

1. Approve the contract.
2. Deny the contract.

Recommendation

That the City of Canby approve Ordinance No. 1642, An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record.

Proposed Motion

"I move to approve Ordinance No. 1642: An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record to a second reading on May 7, 2025."

ORDINANCE NO. 1642

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES FOR ENGINEER OF RECORD.

WHEREAS, on March 4, 2025, the City of Canby published a formal request for proposals (RFP) Engineer of Record Services for the City;

WHEREAS, Curran-McLeod, Inc. was selected in the aforementioned process as a qualifying engineering firm;

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

WHEREAS, this allows the City of Canby immediate engineering support in daily and emergency tasks;

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.

Section 2. The effective date of this Ordinance shall be June 6, 2025.

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

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 7th of May, 2025, by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

CONSTRUCTION-RELATED PROFESSIONAL SERVICES AGREEMENT

Professional Services for Engineer of Record

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 of the state of Oregon (“Consultant”). This Agreement is made effective as of June 7, 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 design services for the Professional Services for Engineer of Record project, including 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 qualifications-based selection for the Services, and Consultant responded by submitting a proposal for the Services dated [date] (the “Proposal”); and

WHEREAS, the City duly selected Consultant to provide the Services, which the City Council authorized on June 7, 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 five (5) years unless amended or sooner terminated under the provisions of this Agreement. Notwithstanding the foregoing, the City may, in its sole discretion, extend the term of this Agreement for an additional five (5) year period. 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

- i. Work Orders. The parties shall execute individual work orders for any individual services or project estimated to exceed \$50,000 in value. The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the City from time to time (the “Work Order Services”) and to the extent described in this Agreement. A Work Order template is attached hereto as Exhibit A and incorporated herein and shall serve as a sample for future Work Orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of the Work Order. Work Orders are subject to City Council authorization and approval, in accordance with the City Charter.
- ii. On-Call Services. Consultant shall be available for and shall provide the City with engineer of record services on an on-call basis (“On-Call Services” and together with the Work Order Services, collectively referred to herein as the “Services”) as generally described in the Statement of Work attached hereto as Exhibit B and incorporated herein, as may be requested by the City from time to time. Any conflict between this Agreement and Exhibit B, if any, shall be resolved first in favor of this Agreement. The City shall pay Consultant in accordance with the rates and terms set forth in the Statement of Work for performance of the On-Call Services. If any On-Call Service is estimated to exceed \$50,000, the parties shall execute a Work Order in accordance with Section 2.i.
- iii. Performance Standards. 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 a work schedule described in an individual Work Order is sufficient grounds for the City to terminate this Agreement for breach.
- iv. Nonexclusive Agreement. Consultant acknowledges and agrees that this not an exclusive agreement and that the City may contract with or cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the services provided by Consultant under this Agreement.

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

The City shall pay fees to the Consultant for services performed under the terms of this Agreement and as specified in individual Work Orders and Exhibit B. Compensation for the services shall not exceed the amount set forth in individual Work Orders or Exhibit B, unless otherwise approved in writing by the City. Upon completion of any tasks, milestones or other deliverables described in a Work Order or Exhibit B, City agrees to pay Consultant at the times and in the amount(s) set forth in this Agreement and in accordance with such Work Order or 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.

[The Parties agree that City relied on Consultant’s provision of its project manager as a material inducement to enter into this Agreement. The Parties further agree that Consultant’s change in project manager mid project include various project inefficiencies that will cause damages to City but that are difficult to be determined. Therefore, Consultant agrees to pay City, as a liquidated damage, [\$\$\$] for any such change.

-and/or-

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 **Attachment ___** of this Contract. 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. Therefore, Consultant agrees to pay City, as a liquidated damage, [\$\$\$] for any such change.]

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 Jerry Nelzen, Public Works Director at 1470 NE Territorial Rd Canby, OR 97013 email address Nelzenj@canbyoregon.gov 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 Administrator 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 or an individual Work Order 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 or an individual Work Order 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 or individual Work Order 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 or an individual Work Order 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 or individual Work Order 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 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.

ENGINEER OF RECORD

CITY OF CANBY

Authorized Signature Date

City Administrator Date

Printed Name and Title

EXHIBIT A
Work Order Form

This Work Order #[X] (“Work Order”) is entered between **the City of Canby** (“City”) and **[name]**(“Consultant”) (each a “Party” and collectively the “Parties”). This Work Order is issued under the authority of the Construction-Related Professional Services Agreement dated [redacted] between the City and Consultant (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

- 1. Project Background.** The City has engaged Consultant to assist with engineer of record services for the City, including [generally describe the work under this work order] (the “Services”). Consultant shall these Services as described below.
- 2. Scope of Services.**
 - a. **Services.** Consultant shall perform the following Services:
 - b. **Deliverables and Delivery Schedule.** Consultant shall provide the following deliverables in accordance with the delivery schedule, both set forth below:
- 3. Key Personnel for this Work Order.** The City is engaging the expertise, experience, judgment and personal attention of the Key Personnel identified below.

Key Personnel	Position/Title	Role on Project

- 4. Compensation.**
 - 4.1 Maximum Not-to-Exceed Amount.** The maximum not-to-exceed compensation payable to Consultant under this Work Order, which includes reimbursable expenses is \$_____. If the maximum compensation is increased by amendment of this Work Order, the amendment must be fully effective before Consultant performs the Services subject to the amendment.
 - 4.2 Fees.** The City shall compensate Consultant for the performance of Services on the basis of Consultant’s time and materials in accordance with the following schedule:

[INLCUDE RATE/COMPENSATION SCHEDULE HERE]
 - 4.3 Reimbursable Expenses.** The City shall reimburse Consultant for any allowable reimbursable expenses up to maximum amount of \$_____ as follows:

1	Description of Expenses	\$.00
2	Description of Expense	\$.00
		Total
		\$.00

5. **Effective Date and Term.** This Work Order is effective on the date it has been signed by the City and Consultant and will expire on , unless earlier terminated or extended.
6. **Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
7. **Expiration.** Expiration of this Work Order does not extinguish or prejudice the City’s right to enforce this Work Order with respect to any breach of a Consultant warranty or any default or defect in Consultant performance that has not been cured.
8. **Modification.** No provision of this Work Order may be modified except in a writing signed by the City and Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order on the dates set forth below.

Consultant:

City of Canby

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:

Phone/Email:

Phone/Email:

EXHIBIT B

ENGINEER OF RECORD ON-CALL SCOPE OF WORK

[This should include a general list of EOR services, NOT the work order services. These can be specifically drafted, text pulled from the RFP, or the City can incorporate terms from a Proposal. This should also include any specific payment terms, restrictions, reimbursable costs, hourly rates, fee proposal, etc.]

EXHIBIT C

Statutorily Required Public Contracting Provisions

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.

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: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Consider Resolution No. 1426: A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC. DBA "Astound".
Goal: N/A
Objective: N/A

Summary

Consider Resolution No. 1426, A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC. DBA "Astound".

Background

The City and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017, extending a franchise to construct, operate, maintain, upgrade, repair and remove a cable system to provide cable service throughout the City of Canby.

The Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of franchise fees, as the City and Astound commenced and continued renewal negotiations.

The City and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of ten (10) years, expiring on June 21, 2030. The resolution authorizes the City Administrator to sign the extension agreement attached as Exhibit A to Resolution No. 1426.

Attachments

Resolution No. 1426
Exhibit A to Resolution No. 1426

Fiscal Impact

The revenue varies year over year based on the number of cable customers in the service area. That said, the city collected \$36,134 and \$53,822 in FY23 and FY24, respectively. With the popularity of streaming services, the city will probably not be receiving cable franchise fees like previous years. Currently, we have collected \$19,983 for FY25, well under the estimated budget of \$40,000. In other words, the fiscal impact for the city is less revenues from cable franchise fees. In terms of maximizing revenue, the cable franchise imposes the maximum allowed under federal law, which is 5% of gross revenues from Astound's cable service.

Options

1. Approve Resolution No. 1426 with an effective date of April 16, 2025 extending the Franchise Agreement with Astound.
2. Do not approve Resolution No. 1426.

Proposed Motion

"I move to adopt Resolution No. 1426 authorizing the City Administrator to sign the extension agreement expiring June 21, 2030, attached as Exhibit A.

RESOLUTION NO. 1426

A RESOLUTION AMENDING THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF CANBY AND WAVEDIVISION VII, LLC. DBA “ASTOUND”.

WHEREAS, the City and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the “Agreement”), extending a franchise to construct, operate, maintain, upgrade, repair and remove a cable system to provide cable service throughout the City;

WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of franchise fees, as the City and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the City and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

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

1. The City hereby agrees to extend the franchise granted to WaveDivision VII, LLC, doing business as Astound for a period of ten (10) years beyond the initial term of the Agreement, effective June 2017, such that the Agreement shall expire on June 21, 2030, and authorizes the City Administrator to sign the extension agreement attached hereto as Exhibit A on behalf of the City.
2. This Resolution will take effect April 16, 2025.

ADOPTED this 16th day of April, 2025, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This Second Amendment to Franchise Agreement (the “**Second Amendment**”) executed as of the date of last signature below (the “**Effective Date**”) by and between the City of Canby, an Oregon municipal corporation (the “**Franchise Authority**”) and WaveDivision VII, LLC, a Washington limited liability company doing business as Astound Broadband, with offices at 650 College Road East, Suite 3100, Princeton, New Jersey, 08540 (“**Astound**”).

WHEREAS, the Franchise Authority and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the “**Agreement**”), extending a franchise to construct, operate, maintain, upgrade, repair and remove a Cable System to provide Cable Service throughout the City (as those capitalized terms are defined in the Agreement);

WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of Franchise Fees, as the Franchise Authority and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the Franchise Authority and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

NOW THEREFORE, IT IS AGREED BY THE PARTIES:

1. Extension of the Franchise Term. The term of the Agreement is extended for a period of ten (10) years beyond the initial term set forth in the Agreement, effective June 17, 2017, such that the Agreement shall expire on June 21, 2030.
2. Change of Notice Provision. The address for notice to Astound is hereby amended to be:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: Jared Sonne, GM / SVP

With a copy for legal notice to:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: General Counsel

3. Miscellaneous. Except as expressly modified by this Second Amendment, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth therein, and are hereby ratified and confirmed. In the event of a conflict between the terms and conditions of

the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

4. Signature and Representation. The undersigned declare and represent that they are duly authorized to execute this Second Amendment and any and all document(s) necessary to effectuate this Second Amendment for and on behalf of their respective entities listed below, and in witness whereof the Franchise Authority and Astound have caused this Second Amendment to be executed as of the Effective Date.

CITY OF CANBY

WAVEDIVISION VII, LLC

By

By: Jared Sonne, GM / SVP

Its

Its

Date

Date



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jamie Stickel, Economic Development Director
Agenda Item: Consider **Resolution No. 1427**: A Resolution Adopting the City of Canby Communications Plan.
Goal: Enhance Engagement and Communications that Represent Broad Perspectives
Objective: Adopt and Implement Communications Plan

Summary

The City Council will consider a Resolution adopting the Communications Plan for the City of Canby.

Background

During the February 16, 2024, City Council Goal Setting Retreat, the City Council identified five over-arching goals, and specific objectives to accomplish those goals. The goals are:

1. Promote Financial Stability
2. Align Resources to Address Future Community Growth
3. Plan a Transportation System that Eases the Impacts of Growth
4. Develop a More Robust Parks & Recreation Program Aligned with the Parks Master Plan
5. Enhance Engagement and Communications that Represent Broad Perspectives

One of the objectives identified to achieve Goal 5, “Enhance Engagement and Communications that Represent Broad Perspectives,” is the development of a Communications Plan. The City Council included two closely related objectives tied to the creation of a Communications Plan: increase youth engagement in local government and increase diversity in citizen engagement.

The Economic Development & Communications Specialist timed the work to begin in late 2024, with adoption in 2025, and began to develop a Communications Plan that would offer a comprehensive approach to internal and external communications for the City of Canby. Staff researched other cities’ Communications Plans, consulted communications staff, and identified avenues to create a thorough, cohesive plan. The mission of the Communications Plan is to “enhance internal collaboration, strengthen external relationships, and ensure timely, accurate information is disseminated to all.”

The City Council reconfirmed their commitment to a Communications Plan at their January 31, 2025, City Council Goal Setting Retreat. At that time, the objective was amended slightly to include, “Adopt and Implement Communications Plan” due to the fact that staff was nearing completion and readying the plan for adoption by the City Council.

After bringing a draft forward to the City Administrator, the plan was further refined and shared with the City’s Leadership Team and a few key members of City staff who routinely engage with stakeholders. The Leadership Team reviewed and provided feedback, which was incorporated into the final plan.

Discussion

City staff will provide a presentation of the Communications Plan including objectives, key roles and responsibilities, key audiences, strategy, implementation and evaluation, budget considerations, and the conclusion. Staff seeks adoption of the City of Canby Communications Plan.

Attachments

- Resolution No. 1427
- City of Canby Communications Plan

Fiscal Impact

None.

Options

1. Approve Resolution No. 1427 adopting the Communications Plan for the City of Canby.
2. Do not approve Resolution No. 1427 adopting the Communications Plan for the City of Canby.

Recommendation

City staff recommends the City Council approve Resolution No. 1427, adopting the Communications Plan for the City of Canby.

Proposed Motion

"I move to adopt Resolution No. 1427, a Resolution Adopting the Communications Plan for the City of Canby."

RESOLUTION NO. 1427

A RESOLUTION ADOPTING THE CITY OF CANBY COMMUNICATIONS PLAN.

WHEREAS, the City of Canby seeks to enhance engagement and communications that represents broad perspectives;

WHEREAS, the City supports the Communications Plan’s Mission to “enhance internal collaboration, strengthen external relationships, and ensure timely, accurate information is disseminated to all”;

WHEREAS, the City of Canby is committed to fostering clear, transparent, and effective communication with staff, community, and local stakeholders;

WHEREAS, the City of Canby strives to engage residents, promote civic participation, and uphold public trust through proactive communication strategies that reflect values of integrity, inclusivity, and responsiveness; and,

WHEREAS, the overall goal is to make Canby a more informed, engaged, and united community where all perspectives are valued and reflected in the City’s decision.

NOW THEREFORE, BE IT RESOLVED by the City Council of Canby that the Communications Plan is hereby adopted as the strategy for internal and external communications efforts for the City of Canby. Modifications and additions may be required over time as conditions change, impacts are realized, and feedback is received.

ADOPTED this 16th day of April, 2025, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



COMMUNICATIONS PLAN

City of Canby

Jamie Stickel, Economic Development Director & Communications Specialist

StickelJ@CanbyOregon.gov

ADOPTED: Month #, YEAR

TABLE OF CONTENTS

OBJECTIVES 2

- 1. Enhance the Clarity, Consistency, and Accessibility of Information Among Staff..... 2
- 2. Foster an Engaged, Collaborative, and Informed Work Environment 2
- 3. Strengthen Transparency and Build Public Trust Through Clear, Honest Communication 2
- 4. Increase Community Engagement and Participation in City of Canby Activities 3

KEY ROLES AND RESPONSIBILITIES 4

KEY AUDIENCES..... 6

- INTERNAL COMMUNICATIONS 6
- EXTERNAL COMMUNICATIONS..... 6

STRATEGY 8

- INTERNAL COMMUNICATIONS STRATEGY 8
- EXTERNAL COMMUNICATIONS STRATEGY 9

IMPLEMENTATION AND EVALUTATION..... 12

- 1. Implementation Timeline 12
- 2. Performance Metrics 12
- 3. Continuous Improvement..... 12

BUDGET CONSIDERATIONS..... 14

- 1. Allocate Resources for Training, Technological Upgrades, and Promotional Materials .. 14
- 2. Seek Cost-Effective Solutions for Communication Tools and Platforms 14
- 3. Monitor and Adjust the Budget Based on Effectiveness and Results 15

CONCLUSION..... 16

ADDENDUM/ADDITIONAL RESOURCES 17

The City of Canby is committed to fostering clear, transparent, and effective communication with staff, community, and local stakeholders. We strive to engage residents, promote civic participation, and uphold public trust through proactive communication strategies that reflect our values of integrity, inclusivity, and responsiveness. Together, we aim to build a resilient, informed, and connected community where every voice is valued and heard.

City of Canby’s Communications Plan Mission:

“Enhance internal collaboration, strengthen external relationships, and ensure timely, accurate information is disseminated to all.”

On February 16th, 2024, the Canby City Council convened to set goals and priorities. The City of Canby’s Leadership Team participated in a thorough discussion, offering valuable insights into current and future initiatives, budget considerations, and staffing constraints. During the meeting, five over-arching goals were identified, as well as specific objectives for staff to carry out those goals. The goals identified are as follows:

1. Promote Financial Stability
2. Align Resources to Address Future Community Growth
3. Plan a Transportation System That Eases the Impacts of Growth
4. Develop a More Robust Parks & Recreation Program Aligned with the Parks Master Plan
5. Enhance Engagement and Communications That Represent Broad Perspectives

The City of Canby plans to achieve Goal 5, “Enhance Engagement and Communications That Represent Broad Perspectives” through the development of a communications plan for the City (5.4 City Goals and Objectives). This will be a key component of our effort to enhance both internal and external communication, with a focus on building stronger relationships, increasing public participation, and promoting accountability.

Furthermore, the City Council adopted two closely-related objectives tied to the creation of a communications plan and therefore would be included in the effort:

1. **Increase Youth Engagement in Local Government:** Develop a targeted strategy to inspire and involve young people in the governance process, ensuring they are informed, motivated, and empowered to participate in civic life.
2. **Increase Diversity in Citizen Engagement:** Create a strategy for ensuring all voices—regardless of background—are invited, heard, and considered in local decision-making processes.

This Communications Plan outlines strategies and approaches for improving communication efforts both internally within the City of Canby organization and externally with residents, businesses, and stakeholders. This plan aims to ensure effective dissemination of information, foster transparency, and facilitate active community engagement. The overall goal is to make Canby a more informed, engaged, and united community where all perspectives are valued and reflected in the City’s decisions.

OBJECTIVES

Objectives provide clear direction for the internal and external communication goals and emphasize measurable outcomes.

- 1. Enhance the Clarity, Consistency, and Accessibility of Information Among Staff:** Ensure all City of Canby staff members have access to accurate, up-to-date information through streamlined communication channels, reducing confusion and misinformation. This includes regular updates from Leadership on key policies, initiatives, and departmental activities.
 - Streamline communication channels and ensure consistent messaging across all departments.
 - Implement regular updates and standardized formats for internal communications, ensuring all staff receive timely, relevant information.
 - Promote the use of digital tools and platforms to improve the accessibility and flow of information across all levels of the organization.

- 2. Foster an Engaged, Collaborative, and Informed Work Environment:** Create platforms for cross-departmental communication and collaboration to improve coordination, share best practices, and facilitate problem-solving. Encourage open dialogue and knowledge-sharing to ensure staff are well-informed and actively engaged in decision-making processes.
 - Foster a culture of open communication by encouraging two-way feedback and regular team meetings that focus on information sharing, knowledge-sharing, and problem-solving.
 - Provide staff with resources, training, and opportunities to actively engage with one another and contribute to cross-departmental planning and implementation of projects.
 - Establish and communicate clear channels for staff to contribute ideas, raise concerns, and stay informed about key initiatives and developments within the organization.

- 3. Strengthen Transparency and Build Public Trust Through Clear, Honest Communication:** Ensure that all communications with the public are open, honest, and easily accessible. Provide regular updates on key decisions, policy changes, and governmental activities. Ensure clear responses to public inquiries to reinforce the City of Canby's commitment to accountability and integrity.
 - Create and execute comprehensive communications strategies that prioritize transparency in decision-making processes and share important updates which are distributed widely in easy-to-understand formats.
 - Emphasize the importance of translating public documents and announcements, while also offering interpretation to better engage those who do not speak English as their first language. As an example, translation services should be considered for community summits, board and committee meetings, Civic Engagement

Academy, or in any situation where staff identifies an opportunity to better engage with all Canby residents.

- Regularly publish reports and progress updates on public projects, budget appropriation, and policy changes to enhance the community's confidence in the local government. Staff should seek opportunities to promote work to the community and stakeholders which may range from routine projects to new initiatives.
- Establish clear protocols for responding to public inquiries and concerns in a timely and transparent manner.

4. Increase Community Engagement and Participation in City of Canby Activities: Develop and implement targeted outreach strategies to inform and involve community members in decision-making processes. Use multiple channels (social media, community summits, town halls, newsletters, etc.) to encourage active participation, solicit feedback, and raise awareness of opportunities for community involvement.

- Launch targeted outreach campaigns to increase awareness of government programs, services, and initiatives, using multiple platforms (social media, newsletters, public meetings, community message boards, etc.) to reach diverse community groups.
- Create more interactive opportunities for community members to provide input, such as online surveys, town hall meetings, and advisory boards, ensuring all voices are heard and considered in decision-making processes. The efforts should tie to specific initiatives, both short-term (such as a task force) and long-term.
- Track and evaluate the impact of engagement efforts, setting measurable goals for participation rates and feedback quality, and use this data to improve future outreach strategies.
- Build on successful initiatives and provide opportunities for collaboration from other City departments and community organizations. Examples of successful initiatives include, but are not limited to, library programs and services for all ages, seasonal and entry-level job opportunities, economic development and tourism promotion and events, police engagement through events and programs engaging with youth and the community at large, and Canby Area Transit outreach.

KEY ROLES AND RESPONSIBILITIES

Key Roles and Responsibilities provide the foundation for internal and external communication efforts and manage expectations within the organization.

1. City Administrator

- Approves overall communication strategies and policies.
- Serves as the official spokesperson for major city announcements.
- Disseminates feedback received by Mayor and Council from residents, business owners, property owners, and local/regional stakeholders to appropriate City staff.

2. Communications Specialist/Public Information Officer

- Leads City-wide communication efforts.
- Develops messaging and oversees media relations.
- Manages news releases, public statements, and community content.
- Ensures communication initiatives align with City goals and policies.
- Coordinates newsletters, direct mail, and public awareness campaigns with designated staff from each department.
- Communicates timely updates and monitors public feedback.
- Serves as the City's Public Information Officer in emergency situations and oversees crisis communication.

3. Leadership Team & Subject Matter Experts

- Provides updates on department-specific projects.
- Responds to public inquiries related to their area of expertise.
- Assists in preparing content for news releases, social media content, newsletters, or public meetings.
- Organizes public meetings, forums, and surveys related to department-specific efforts.
- Oversees department and project updates for City's website.

4. Emergency Management (Police Chief)

- Leads crisis communication and emergency alerts.
- Oversees coordination between Police Department, Fire District, and emergency services.
- Ensures real-time updates reach residents during emergencies.

5. Information Technology Coordinator

- Maintains the City of Canby's website, VOIP (or Voice Over Internet Protocol), and mobile phone deployment and maintenance.
- Oversees and updates The Garden (employee intranet).
- Ensures accessibility and consistency in digital messaging throughout the City's website.
- Organizes technology and A/V for public meetings, forums, and community events.

- Assists in onboarding new employees by creating access badges and new user technology sheets which provides login information, phone numbers, and voicemail pins.
- Coordinates interaction and assistance amongst City staff and technology vendors.

6. Mayor and Council

- Communicates city initiatives to constituents through face-to-face interactions, coordination with local and regional organizations, and through social media.
- Reinforces official city messaging without contradicting policy.
- Participates in public meetings and community engagement efforts.
- Provides insight from residents, business owners, property owners, and local/regional stakeholders to the City Administrator.

KEY AUDIENCES

Key Audiences clarify the objectives for each to address the specific needs and preferences of all stakeholders while fostering stronger relationships within the organizations and across different sectors.

INTERNAL COMMUNICATIONS

1. Mayor and Council:

- Ensure clear, timely, and comprehensive communication between the Mayor and City Council and staff to support informed decision-making and collaboration on policy development.
- Provide tailored briefings and regular updates on state laws that impact cities, key initiatives, challenges, and public sentiment to align City Council with staff priorities and community needs. Briefings and updates could include email updates, work sessions, and updates to the City Council Goals and Priorities document.
- Mayor, City Council, and City staff should follow appropriate channels for disseminating information.

2. City Employees Across All Departments and Levels:

- Foster open communication with all City employees, ensuring information is shared in a manner that is accessible and relevant to each department's needs.
- Ongoing communication efforts from the City Administrator and the City's Leadership Team should offer regular feedback opportunities to determine the effectiveness of City services.
- Develop engagement strategies to bridge gaps between departments and promote interdepartmental collaboration, while ensuring employees at all levels can participate and feel valued, informed, and heard.

EXTERNAL COMMUNICATIONS

1. Residents of Canby:

- Prioritize transparent and accessible communication with Canby residents, ensuring they are well-informed about local government actions, programs, and services that impact their daily lives.
- Develop targeted messaging that resonates with various demographic groups (age, culture, language, etc.), using preferred communication channels to keep residents engaged and informed.
- Focus on translating public documents and announcements as a crucial piece to fostering inclusivity and ensuring that all residents of Canby are well-informed. Offer translation services during community meetings and during any situation where staff identifies an opportunity to improve engagement. These efforts will significantly enhance communication with Canby's diverse population. This proactive approach not only promotes understanding but also strengthens community involvement.

2. Local Businesses and Community Organizations:

- Strengthen relationships with the local business community by communicating policies, opportunities, and resources available to support economic development and the broader City of Canby efforts.
- Engage local business owners and organizations in conversations about community priorities while encouraging collaboration on initiatives that benefits local commerce, community engagement efforts, and the community at large.
- Identify opportunities for partnerships with local stakeholders to broaden reach and maximize the use of resources. Communicate early and often with stakeholders on initiatives specific to the causes and programs of most importance to them.

3. Media Outlets:

- Build and maintain strong relationships with local media to ensure accurate and timely reporting on government activities, events, and initiatives.
- Provide media with consistent updates and access to key spokespersons, fostering trust and encouraging balanced, fact-based reporting that reflects the interests and needs of the community.
- Seek opportunities to promote stories on successful projects and programming – from inception to completion. Staff should seek avenues to show the hard work and effort that goes into projects whether they are ongoing or new initiatives.

4. Regional and State Government Agencies:

- Establish and maintain open lines of communication with regional and state agencies to ensure alignment on policy issues, regulatory changes, and funding opportunities.
- Strengthen partnerships and collaborative efforts with these agencies to address shared challenges and work towards common goals, ensuring that Canby's needs are represented at the regional and state levels.

STRATEGY

Strategy identifies specific actions to ensure clarity and measurable outcomes. The strategy emphasizes consistency, accountability, and responsiveness in both internal and external communications.

INTERNAL COMMUNICATIONS STRATEGY

1. Regular Updates and Announcements:

- **Develop a Structured Communication Schedule:** Create a consistent and predictable internal communication calendar for memos, newsletters, and updates, ensuring staff receive timely and relevant information about government activities, initiatives, and changes. Identify a process for disseminating internal communications to avoid confusion or duplicative efforts.
- **Leverage Multiple Communication Channels:** Use a variety of platforms such as email, flyers, updates on The Garden, and regular staff meetings to communicate updates and ensure all staff, regardless of department or location, have access to key information. City Leadership should focus on providing timely updates to the City Administrator to be included in the City Administrator's First Friday Memo.
- **Timely Communication:** Prioritize communicating important announcements quickly, especially during emergencies or when there are changes in policy or procedure.

2. Training and Development:

- **Host Workshops and Webinars:** Organize periodic workshops or webinars to enhance staff communication skills, focusing on active listening, message clarity, and interdepartmental communication best practices.
- **Team Building:** Identify opportunities to enhance the City of Canby team throughout the organization and include staff in all departments, levels, and buildings. Engage staff members throughout the organization to develop team building opportunities to improve collaboration.
- **Ongoing Skill Development:** Offer continuous learning opportunities, such as access to online resources, training programs, ethics laws, public records, or industry conferences, to encourage staff to further develop their internal communication skills and foster a culture of excellence. The Garden should feature these resources and be kept up-to-date for ease of access and consistent messaging.
- **Communication Evaluation:** Regularly assess the communication practices of the City of Canby across departments to identify areas for improvement and provide targeted training or support. Review and update the City's policies regarding social media usage and electronic communications.

3. Feedback Mechanisms:

- **Establish Multiple Feedback Channels:** Implement a range of feedback channels, including anonymous surveys, suggestion boxes, and digital platforms, where staff can voice their opinions or concerns confidentially.

- **Act on Feedback Promptly:** Create a system to review and act on feedback in a timely manner, ensuring employees feel heard and that suggestions for improving communication are taken seriously.
- **Regular Feedback Loops:** Establish regular intervals for feedback reviews to ensure continuous improvement in internal communication processes. These feedback intervals could vary, for example department heads could focus on quarterly feedback from their team and then a broader, City-wide evaluation could occur on a yearly basis.

4. Cross-Department Collaboration:

- **Facilitate Joint Projects and Initiatives:** Foster collaboration through the creation of cross-departmental teams focused on shared goals, such as City-wide projects, event planning, or policy development, to ensure better coordination and information flow. An example would be the creation of “task force” to address a particular issue or project such as Street Maintenance or a community event.
- **Project and Event Management:** Utilize project and event management template for engagement in town halls, community summits, community events, and other activities where community feedback and engagement is essential. Identify the team working on outreach efforts and assign activities with deadlines. Provide updates within the team to increase collaboration and ensure the community is provided notice for initiatives where community engagement is essential.
- **Encourage Knowledge Sharing:** Promote the use of shared digital resources (collaborative tools, design software, shared processes, and work plans) to ensure that information, expertise, and best practices are easily accessible across departments.
- **Recognition for Collaboration:** Reward and recognize successful cross-department collaborations through awards or acknowledgment in staff communications, reinforcing the value of working together.

EXTERNAL COMMUNICATIONS STRATEGY

1. Transparency Initiatives:

- **Publish Comprehensive Reports and Updates:** Regularly release detailed reports on City projects, budgets, and major decisions through accessible formats. These reports and updates should be included on the City’s website, newsletters, or project trackers) to ensure transparency for residents and stakeholders. Establish a process for sharing information with local community organizations and agency partners.
- **Leverage Multi-Channel Dissemination:** Use the City website, social media channels, local media, and Canby Public Library community bulletin board to ensure wide-reaching dissemination of key updates, making information easily accessible and understandable for the public. Regularly share news releases and reports with key community groups such as Kiwanis, Chamber, Rotary, Canby

School District, Canby Center, Bridging Cultures, Canby Adult Center, Canby Utility, and the faith-based community.

- **Transparency in Decision-Making:** Provide clear explanations for City decisions, including budget allocations, project priorities, and policy changes, helping the community understand the rationale behind choices for the City's direction.

2. Community Engagement:

- **Host Regular Public Forums and Town Halls:** Organize town hall meetings, public forums, open houses, or focus groups at least quarterly to encourage open dialogue between residents and local government officials, ensuring the community's voice is heard. Highlight public comment opportunities at City Council and during board and committee meetings.
- **Create a Structured Communications Schedule:** City Leadership Team should identify a communications schedule to engage with the community in a timely manner. This schedule will be an integral part of ensuring that Canby residents and stakeholders have consistent messaging from the City on projects, programs, events, and issues.
- **Utilize Surveys and Feedback Tools:** Distribute community surveys, feedback forms, and suggestion boxes to gather public sentiment on key issues. Leverage the responses to guide decision-making, set priorities, and promote community engagement as part of the project.
- **Implement Student Board and Committee Membership:** Identify City boards and committees which have yet to include a seat for a Canby High School student as part of their membership. Those boards and committees should first seek to include language in their governing documents to include a student board member. Then, engage Canby High School to identify a student who would be willing and able to regularly attend board and committee meetings.
- **Inclusive Engagement Practices:** Ensure community engagement efforts are inclusive by providing translated documents and marketing. Hold meetings at various times and locations to accommodate diverse populations. Provide interpretation at meetings, community summits, and town halls. Regularly coordinate and communicate with local non-profit organizations and churches to engage residents where they are most comfortable receiving trusted care and communication.

3. Media Relations:

- **Cultivate Strong Media Relationships:** Build and maintain professional relationships with local media outlets through regular news releases, media briefings, and story pitches that highlight government achievements, upcoming events, and community initiatives.
- **Designate a Spokesperson:** Appoint a trained spokesperson to handle media inquiries so there is consistent messaging and a single point of contact for accurate information dissemination. Identify a point person in every department to regularly coordinate with the City's communications staff. Seek opportunities to

share upcoming events and meetings, engagement opportunities, changes in service, and “wins” for the organization.

- **Proactive Media Outreach:** Regularly engage with journalists and reporters to offer timely, relevant stories that keep the community informed and involved with local government actions.

4. Digital Presence:

- **Maintain an Active Social Media Presence:** Ensure that the City of Canby maintains a dynamic and informative presence on the social media platforms most frequented by Canby residents (primarily Facebook and Instagram), sharing updates, news, and community events. Regularly cross promote among all City departments social media channels to encourage increase the City of Canby’s overall social media presence.
- **Website Usability and Accessibility:** Each department should regularly update the City website to ensure it is user-friendly, accessible to all residents (including those with disabilities), and features key resources such as event calendars, public documents, and contact information. Provide ongoing training from website provider to ensure departments’ point person is actively involved with website updates.
- **Engage Website Feedback:** Actively engage with community members by responding to comments, complaints, or issues filed on the website or in person to ensure responsive and transparent responses. Identify a closed-loop process for responding to inquiries and issues from website feedback.

5. Emergency Communications:

- **Initiate and Follow EOP:** Implement communication strategies identified in the 2024 Emergency Operations Plan which identifies the structure around emergency response and the appropriate communication channels for the City staff to follow.
- **Communications as Emergency Support:** The Communications Specialist is responsible for coordinating both governmental and non-governmental organizations that offer the essential communications, information, and technology resources needed to support response initiatives. This role also facilitates the flow of information to emergency management decision-makers and helps stabilize systems in the aftermath of disasters.

IMPLEMENTATION AND EVALUTATION

Implementation and Evaluation identifies the actions required with a focus on measurable outcomes, continuous improvement, and stakeholder involvement.

1. Implementation Timeline:

- **Phased Rollout of the Communications Plan:** City leadership will develop a clear, phased timeline for the implementation of the communications plan, with specific milestones and deadlines. Ensure all stakeholders (internal staff, elected officials, and the public) are informed about the plan's rollout and their roles in its execution.
- **Training and Onboarding:** Include a timeline for training staff on new communication tools, processes, and expectations. Conduct workshops and onboarding sessions to ensure that employees at all levels are well-prepared and equipped to engage with the new plan. Seek opportunities for ongoing training to strengthen skills, especially as it relates to updates and maintenance of department pages on the City's website.
- **Stakeholder Communication:** Ensure regular updates are provided to stakeholders throughout the rollout process, including progress reports and feedback loops, to ensure alignment and engagement at every stage.

2. Performance Metrics:

- **Monitor Engagement Metrics:** Track and analyze social media engagement (likes, shares, comments) and website analytics (page views, time on page, click-through rates) to measure the effectiveness of digital communication efforts. The Leadership Team should set specific goals for engagement levels, such as increasing website traffic or social media interaction by a certain percentage and assess progress every 6 months.
- **Conduct Surveys and Feedback Sessions:** Regularly survey both internal and external audiences (employees, residents, local businesses, community organizations) to assess satisfaction with communication efforts. Use a mix of qualitative (open-ended) and quantitative (rating scales) feedback to capture insights on clarity, timeliness, and relevance of information shared.
- **Analyze Media Coverage:** Track media coverage and public sentiment in response to news releases, media outreach, and public statements. Evaluate how often local media outlets feature government-related stories and the tone of these reports, measuring the impact on public trust and transparency.

3. Continuous Improvement:

- **Annual Review and Plan Update:** Conduct an annual review of the communication plans' performance and update it based on stakeholder feedback, changing needs, and lessons learned. Ensure that the review process involves representatives from key stakeholder groups (including staff, residents, business owners) to ensure all perspectives are considered.

- **Monitor Industry Trends and Technological Advancements:** Stay informed on the latest communication technologies, digital tools, and best practices in public sector communication. Regularly assess emerging platforms (such as new social media networks or communication apps) to determine if they should be incorporated into the plan.
- **Adapt Strategies Based on Feedback and Trends:** Use insights from engagement metrics, feedback surveys, and industry trends to refine and adapt communication strategies throughout the year. This may include changing content formats, adopting new platforms, or adjusting the frequency of communication to better serve the needs of the community and staff.
- **Stakeholder Involvement in Improvement Process:** Create a formalized process for gathering feedback and implementing improvements, such as annual stakeholder workshops or focus groups to identify communication gaps and areas for innovation.

BUDGET CONSIDERATIONS

Budget Considerations provide a comprehensive approach to managing cost-efficient, scalable, and ongoing engagement while prioritizing high-impact areas and utilizing cost-effective tools.

1. Allocate Resources for Training, Technological Upgrades, and Promotional Materials:

- **Communications Budget:** Create a Communications budget within the Administration section to monitor communication-related expenditure. Staff managing specific projects should also include costs for creating, printing, and distributing promotional materials within project-specific budgets (such as a road project or planning project, etc.).
- **Staff Training and Development:** Allocate funding for ongoing professional development programs to enhance staff communication skills, including workshops, seminars, and access to online courses. Ensure training programs are tailored to various departments and levels of staff to maximize effectiveness.
- **Technological Investments:** Set aside budget for upgrading or implementing communication tools and platforms (intranet portals, digital collaboration tools, and social media management software) to improve internal and external communication efficiency. Consider investing in tools that provide analytics for performance tracking, ensuring better decision-making.
- **Promotional Materials and Community Outreach:** Budget for the production of high-quality promotional materials including newsletters, brochures, social media ads, and public event materials to support community engagement efforts. Ensure funds are available for both digital and print formats, and account for costs associated with targeted outreach campaigns, especially in underserved or multilingual communities.
- **Event and Meeting Costs:** Allocate resources for hosting public meetings, town halls, open houses, and focus groups including funding for venue costs, audiovisual equipment, refreshments, and the printing of promotional materials to ensure effective community outreach and engagement. Meetings should reach a cross-section of Canby and be held where people feel comfortable engaging, for instance Baker Prairie Middle School, faith-based organizations, or even local businesses.

2. Seek Cost-Effective Solutions for Communication Tools and Platforms:

- **Explore Tools with Scalable Solutions:** Research and invest in communication tools or subscription-based platforms that offer essential functionality at a fraction of the cost of enterprise solutions. For instance, use free or affordable project management tools, design software, and collaboration platforms to enhance communication without compromising quality. Prioritize tools and platforms that offer scalability, allowing the government to start with basic features and expand as needed over time. Look for software or communication platforms with tiered pricing structures, ensuring that the local government can scale its investments in communication technologies as demand grows or funding permits.

- **Maximize Use of Existing Resources:** Leverage existing communication channels and tools, such as the City’s website, social media accounts, and email systems, before committing to new, costly platforms. Ensure that these resources are optimized to reach the largest number of residents and staff possible. Identify opportunities to increase usage among City staff and departments while increasing engagement with local stakeholders.
- **Partnerships and Sponsorships:** Identify and strengthen partnerships with local businesses, non-profits, and media organizations to share costs and expand communication initiatives. For example, the City could consider co-hosting community events or partnering with a local newspaper for joint outreach efforts.

3. Monitor and Adjust the Budget Based on Effectiveness and Results:

- **Track Expenditures and Performance:** Once the Communications budget is created (likely within the Administration section of the Budget), use it to monitor communication-related expenditures regularly, ensuring that allocated funds are spent efficiently and within budget. Assess the performance of communication initiatives against their costs to identify areas where adjustments may be needed.
- **Prioritize High-Impact Initiatives:** Based on performance reviews and feedback, allocate more resources to the highest-impact communication activities (paid or boosted social media campaigns or comprehensive community engagement efforts) while reducing or eliminating less effective initiatives.
- **Consider Future Budgeting Needs:** Plan for future financial needs based on the success and sustainability of current communication efforts. Anticipate potential increases in budget for expansion of successful initiatives or technological upgrades, ensuring long-term sustainability of the communication strategy.

CONCLUSION

The Conclusion reinforces the importance of the plan as a foundational tool for achieving greater transparency and community engagement.

By implementing the comprehensive communications plan, the City of Canby aims to foster stronger, more meaningful relationships with both internal stakeholders and the broader community. Through improved communication practices, the City of Canby will enhance transparency, promote active civic engagement, and increase the overall effectiveness of local governance.

This plan offers a clear and structured approach to addressing the evolving communication needs of the City of Canby, focusing on both internal and external objectives. It underscores the City's commitment to openness and inclusivity, ensuring that all stakeholders—staff, residents, businesses, and external partners—are informed, engaged, and empowered to contribute to the decision-making process.

By prioritizing transparency and community involvement, the City of Canby will not only improve the flow of information but also build trust and collaboration across all levels of government and with the public. The ongoing implementation of this plan will ensure that the City remains responsive to the needs and expectations of its residents while continuously adapting to emerging communication trends and technologies.

Ultimately, this plan is a roadmap for creating a more informed, connected, and engaged community, reinforcing the City of Canby's dedication to delivering effective, responsive governance and fostering an environment where residents feel heard, valued, and involved.

ADDENDUM/ADDITIONAL RESOURCES

- 2024 City Council Goals and Objectives
- 2024 Emergency Operations Plan
- 2025-2027 Canby Public Library Strategic Plan
- City of Canby Social Media Strategy
- City of Canby Electronic Communications Policy
- City Style Guide
- Project and Event Management Template



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Resolution No. 1428**, A Resolution Adopting Canby Area Transit's 2025 Americans with Disabilities (ADA) Plan.
Goal: Plan a Transportation System That Eases the Impacts of Growth
Objective:

Summary

Consider adopting the updated 2025 Americans with Disabilities (ADA) Plan for Canby Area Transit (CAT).

Background

Canby Area Transit (CAT) is required by law to have an ADA plan to provide public transit services. CAT has updated the ADA plan several times over the 22 years it has been serving the Canby community. The last ADA plan update was in 2019 with Resolution No. 1303. The 2025 ADA plan update has included new language, rules, and guidelines that have been updated through the Americans with Disabilities Act, Federal Transportation Administration, and the State of Oregon.

Attachments

- Resolution No. 1428
- 2025 Americans with Disabilities (ADA) Plan

Fiscal Impact

No Fiscal Impact

Recommendation

Staff recommends the adoption of Resolution No. 1428 adopting the 2025 Americans with Disabilities (ADA) Plan.

Proposed Motion

"I move to adopt Resolution No. 1428, A Resolution Adopting Canby Area Transit's 2025 Americans with Disabilities (Ada) Plan and Repealing Resolution No. 1303."

RESOLUTION NO. 1428

A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2025 AMERICANS WITH DISABILITIES (ADA) PLAN AND REPEALING RESOLUTION NO. 1303

WHEREAS, Canby Area Transit (CAT) is required by federal regulation and by Oregon Department of Transportation's (ODOT) Rail and Public Transit Division to draft and maintain a Americans with Disabilities (ADA) Plan for its public transportation services; and

WHEREAS, the City previously adopted the document *Canby Area Transit – City of Canby Americans with Disabilities (ADA) Plan* (dated February 6, 2019) by Resolution No.1303.

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

1. The document entitled 2025 ADA Plan – Americans with Disabilities (ADA) Plan attached hereto as Exhibit “A” and by this reference incorporated herein, is adopted by the Canby City Council and replaces all previous version in its entirety.
2. Resolution No. 1303 is hereby repealed.

This resolution shall take effect on April. 16, 2025.

ADOPTED by the Canby City Council on the 16th day of April, 2025.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



**CANBY
AREA
TRANSIT**

2025 Americans with Disabilities (ADA) Plan

Todd M. Wood
Transit Director
195 S. Hazel Dell Way
Suite C
Canby, OR 97013

Phone: (503) 266-0751
Email: woodt@canbyoregon.gov
www.canbyareatransit.org



Table of Contents

CONTACT CANBY AREA TRANSIT	2
INTRODUCTION.....	3
WHAT IS DIAL-A-RIDE	3
ADA Complementary Paratransit (CPS).....	3
Clackamas County Area Service.....	3
Oregon City Dial-A-Ride	3
General Public (GP) Dial-A-Ride.....	4
HOW THE BASIC SYSTEM OPERATES.....	4
Service Fares	4
Reservations.....	4
Pick-up Window.....	4
Personal Care Assistant (PCA).....	5
Service Delivery.....	5
Cancellation Policy.....	5
Missing Scheduled Trips and No Show Policy.....	5
Suspension.....	5
Service Animals.....	5
Assistance from CAT Operators	6
Vehicle Lifts and Securement.....	6
ADA ELIGIBILITY POLICY.....	7
REASONABLE ACCOMODATION POLICY.....	9
APPENDICES INDEX.....	10
A: Complaint and Appeals Process Chart.....	11
B: Paratransit Dial-A-Ride Application.....	13
C: Paratransit Dial-A-Ride Brochure and Policy.....	22
D: General Public Dial-A-Ride Signup Form.....	25
E: General Public Dial-A-Ride Brochure and Policy.....	26
F: Dial-A-Ride Service Area Map.....	29
G: Clackamas County IGA Service Area Map.....	30

Contact Canby Area Transit

By Phone or Email

Phone (503)266-4022

Fax (503)263-6284

Email cat@canbyoregon.gov

Reservations are made by calling the dispatcher/scheduler during office hours (Monday through Saturday, 8:00am to 5:00pm). Reservations are made up to 14 days in advance and up to 5:00 pm the day prior to the trip request. The office is closed on Sundays and some holidays and any trip requests received will be considered same day requests.

CAT's phone system includes a Spanish option on the CAT recorded message and dispatchers can connect non-English speaking customers to a translator to respond to questions about CAT services.

By app

Download the PaseoGo app from Apple or Google Play store, or <https://passiogo.com/>. Up to the minute tracking of fixed route CAT buses, routes, stop locations and service alerts.

Clients for Dial-A-Ride can request to have portal access to submit trip requests through CTS TripMaster.

Oregon Relay 711

The 711 Telephone relay number connects standard (voice) telephone users with people who are deaf, hard of hearing, deaf-blind and/or speech-disabled and who use text telephones (TTYs).

Online

Resources, schedules, applications, service changes and weather alerts are updated and available at <https://www.canbyoregon.gov/area-transit>.

Location and Mailing Address

195 S Hazel Dell Way, Suite C

Canby OR 97013

The information in this plan is subject to change. The most recent policies, guides, fares and other program updates are maintained on Canby Area Transit's website <https://www.canbyoregon.gov/area-transit>.

If you are unable to access the website, CAT office staff can help provide the information you need: Call **503-266-4022** or email cat@canbyoregon.gov.

Electronic versions of this document can be found at <https://www.canbyoregon.gov/area-transit/page/plans-and-policies>.

Introduction

This plan describes Canby Area Transit's Dial-a-Ride services and how best to use them. In addition, it explains who is eligible under the Americans with Disabilities Act of 1990 (ADA), how an eligible rider can become certified.

Canby residents may use either the General Public, or ADA Complementary Dial-a-Ride upon eligibility approval, within CAT's service area (*Appendix I*). CAT's Dial-a-Ride also serves the city of Canby with designated purpose trips to Oregon City for clients who are approved under the Complementary Paratransit status.

Section 223 of the ADA requires CAT to provide complementary paratransit service to all ADA eligible riders who, because of a disability, are not able to use CAT's regularly scheduled fixed route buses. Information on this service is included in the section in this document entitled "CAT ADA Complementary Paratransit" (*Appendix E*).

CAT is committed to providing safe, dependable, and accessible service to the citizens of Canby and we look forward to serving your transportation needs.

What is Dial-A-Ride

Dial-a-Ride is a "demand response" service offered by CAT in the City of Canby and surrounding region. The Canby Area Transit Dial-A-Ride program offers two services: Complementary Paratransit and General Public.

ADA Complementary Paratransit Service (CPS)

CAT's Complementary Paratransit Dial-a-Ride service is available to all individuals certified as eligible under the federal ADA guidelines. Reservations can be scheduled up to two weeks in advance and up to 5pm the day before the requested trip for a guaranteed ride. Trip requests after 5:00pm the day prior, any requests received on Sundays and holidays are considered a same day requests and can be denied.

All ADA rides are guaranteed within a two-hour window of the desired scheduled time. Clients are allowed to request either their pick-up time or drop-off time per trip, not both.

ADA complementary paratransit users must complete the CAT ADA Complementary Paratransit Dial-a-Ride application and obtain approval for the service.

Dial-A-Ride operates within the Canby Urban Growth Boundary to within ¼ mile of the boundary. Paratransit customers traveling to and from destinations in the TriMet District may make transfers to the TriMet LIFT service at the Oregon City Transit Center. CPS is provided during the hours of the CAT Fixed-Route service: 5:00 am to 8:00 pm Monday through Friday and 8:00am to 6:30pm on Saturday.

Clackamas County Area Service

CAT offers ADA Complementary Paratransit and General Public service to areas outside of the normal service area, but within the City of Canby's Urban Growth Boundary (See Appendix N). This is the result of an agreement with Clackamas County and is effective through June 30th, 2025.

Oregon City Dial-A-Ride

CAT's Oregon City ADA Complementary Paratransit service is transferless (origin-to-destination) to addresses within the city limits of Oregon City. Trips are limited for the following: medical, legal or social services appointments, education, and employment purposes.

General Public (GP) Dial-A-Ride

Canby Area Transit provides a limited demand General Public Dial-A-Ride service. It is available to anyone traveling within the CAT service area (*See Appendix I*). Rides are provided on a first-come, first-served basis with priority given to Complementary Paratransit requests. Hours of service are 8:00 am to 6:00 pm, Monday through Saturday. A registration application is required (*Appendix E*).

How the Basic System Operates

Dial-a-Ride operates as a shared ride system. Other passengers may be on board during any part of a ride and scheduled pick-up times or routes of travel may be altered so other passengers are accommodated. Shared rides help lower the cost of Dial-a-Ride and passengers are requested to be ready at the door when the bus pulls up.

Service Fares

The fare for all CAT services is one dollar Monday through Friday and Free on Saturday. Children 7 years and older are required to pay the fare. CAT offers a 24-ride Punch Pass for \$20 and a \$20 Monthly Pass. Passengers are allowed to have one Personal Care Attendant (PCA) with them for no charge. Any other extra passengers are required to pay the appropriate fare.

Reservations

Reservation times may be negotiated up to one (1) hour of requested pick-up or drop-off time. Clients can only choose either their pickup or drop-off time per trip for the request, but not both. CAT schedulers do their best to accommodate the ride times requested however alternate times may be offered.

Requests for a specific driver or vehicle are not accepted, nor are requests to ride alone or take an exact travel route from pick-up to destination. Dial-a-Ride trips must have at least 30 minutes of time between the drop-off time and pickup time of the client at the locations they requested.

Reservations can be made up to 14 days in advance and up to 5:00 pm the day prior to the trip, unless it is on a Sunday or holiday. Trip requests received on Sundays or holidays that CAT is closed will be treated as same day requests and may be denied. Reservations can be made by calling the dispatcher/scheduler at 503-266-4022 and selecting option #2. Office hours are Monday through Saturday, 8:00am to 5:00pm except for designated holidays. Messages left on the after-hours answering system will be returned on the next business day. Clients are required to provide the following information to schedule a trip request:

- Full name of passenger
- Date of Trip
- Pickup or Arrival time (client can only choose one)
- Requested return time if booking a round trip
- Pickup address in full

- Drop off address in full
- Any mobility devices in use
- If the passenger requires additional assistance (to/from vehicle to doorway)
- If passenger is accompanied by “Personal Care Assistant” or other person (including children)

Pick-up Window

Reservation times may be negotiated up to one (1) hour of requested pick-up or drop-off time known as a “pick-up window”. Clients can choose either their pickup or drop-off time per trip for the request but not both. There is a pick-up window of 10 minutes before or after scheduled time and passengers should be ready for vehicle arrival.

Drivers will allow up to five (5) minutes for passengers to board from the time of arrival within the 20-minute window (10 minutes before/after). After this the operator will move on to accommodate other trips being served and the ride recorded as a “no-show”.

Example of Pick-up Window per the Federal Transit Administration Topic Guides on ADA Transportation: Chapter: On-Time Performance in ADA Paratransit: Section: Scheduling Practices for On-Time Performance:

*“For example, if a rider indicates that she needs a ride home from work, gets off work at 5 p.m. and requests a 5:15 p.m. pickup, the appropriate one-hour scheduling window would be from **5:15 p.m. to 6:15 p.m.**”*

Example of a Drop-off Window per the Federal Transit Administration Topic Guides on ADA Transportation: Chapter: On-Time Performance in ADA Paratransit: Section: Scheduling Practices for On-Time Performance:

“For example, a rider who needs to be at work at 9 a.m. might reasonably request a pickup time of 8 a.m. for a trip of average or short length. If... schedulers applied the full two-hour scheduling window, though, a pickup time of between 7 a.m. and 9 a.m. could be offered. Further, with a 60-minute maximum ride time policy, it is possible that the rider could be offered a 9 a.m. pickup, ride for 60 minutes, and not arrive until 10 a.m. So, to guarantee a 9 a.m. arrival, a rider would have to request a pickup at 7 a.m. (allowing one hour scheduling flexibility plus 60 minutes ride time). If 7 a.m. were requested, though, a pickup time as early as 6 a.m. could then be offered. ... In this example, [the] scheduling procedures could result in the customer arriving one hour late or two hours early for work, or a medical or other appointment.”

Information on the Federal Transit Administration Topic Guides on ADA Transportation can be found at: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/topic-guide-series-ada-transportation>

Personal Care Attendant (PCA)

PCAs assist clients with one or more daily life activities and are permitted travel with an ADA Paratransit eligible at no charge. Other companions may ride as space allows and will be required to pay any applicable fares.

Service Delivery

Complementary Paratransit service is door-to-door. Drivers are required to assist clients from the first door/entry to the transit vehicle, and from the vehicle to the first accessible door. Drivers should ask the client if they would like assistance, and clients can refuse this service. Other reasonable accommodations to service will be considered (*see Reasonable Accommodation Notice*).

Cancellation Policy

Clients are requested to contact the dispatch/scheduler (503) 266-4022 as soon as possible and at the latest, no more than 1 hour before the scheduled pick-up time to avoid a No-Show. There are no penalties for cancellations if a 1-hour notice has been given. Trip privileges may be suspended due to a pattern of missed or no-show appointments.

Missing Scheduled Trips and No-Show Policy

"No-shows" are different from cancellations. Service can be suspended for a pattern or practice of missing scheduled trips, called no-shows. Allowances will be made for missed trips that are beyond the control of the passenger such as late pick-ups, family emergencies, trips which are missed due to operator error, client medical conditions, and medical emergencies. These shall not be a basis for determining that a pattern or practice of no-shows exist.

To prevent potential abuse of this rule, no-shows will be monitored and a letter will be sent and/or a telephone call will be made after each incident notifying the rider of the policy and cautioning them of the possible loss of service. The individual will be offered an opportunity to be heard to explain the reason and to present information and arguments.

Suspension

Canby Area Transit reserves the right to suspend any rider including ADA Paratransit qualified person from services who establishes a pattern or practice of missing scheduled trips and/or for violating the passenger conduct rules posted in CAT vehicles. Riders can also be suspended due to unruly behavior, which may or may not threaten safety on the vehicle, and abuse both verbally and/or physically against any CAT staff member. Repeated violations can result in services being revoked for up to a maximum of 30 days.

All suspension decisions will be the responsibility of the Transit Director, subject to appeal before the City Council.

Service Animals

In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal but may ask only two questions:

- Do you require this animal because of a disability?
- What work or tasks has the animal been trained to perform?

However, any animal which is not under the passenger's control, or which becomes a threat to other passengers may be restricted from riding. Unruly and threatening animals will be denied service.

Assistance from CAT Operators

All drivers and transit system staff are trained in use of accessibility equipment, the operating policies related to each of the service requirements described, and in the proper assistance and treatment of individuals with disabilities. CAT operators can help passengers with:

- Door or designated stop location to the CAT vehicle.
- Getting in and out of the vehicle.
- Depositing fares if requested.
- Fastening seat belts and securing wheelchairs and scooters.
- Getting from the CAT vehicle to the entry door or the designated destination stop location.

For safety reasons, CAT Operators are not permitted to operate the controls of any powered mobility devices or push battery-powered, non-manual wheelchairs, handle a service animal, or enter a private residence.

For more information about service animals you can go to the U.S. Department of Justice Civil Rights website: <https://www.ada.gov/resources/service-animals-2010-requirements/>

Vehicle Lifts and Securement

Passengers can request a ramp or lift to board the vehicle at any designated stop unless:

- The ramp/lift cannot be deployed
- The ramp/lift will be damaged if deployed
- Temporary stop conditions beyond CAT's control preclude passenger safe use of the stop.
- Passengers cannot be required to use a body belt when using vehicle lifts.

Per ADA regulations, individuals with a disability cannot be required to use seat belts or shoulder harnesses when other riders on the same vehicle are not required to do so. Passengers can be asked if they wish to use a lap or shoulder belt and are not required to do so. Mobility devices such as wheelchairs are required to have four-point securement at a minimum for Dial-A-Ride passengers.

ADA Eligibility Policy

Americans with Disabilities (ADA) Eligibility Policy

Eligibility is the process whereby a rider can apply to receive ADA Complementary Paratransit or other special services for which they are determined eligible. There are six (6) service criteria that are used to evaluate ADA Paratransit service comparability to the fixed route. These criteria represent the minimum service standards:

1. Availability in the same area served by the fixed route;
2. Available to any ADA Paratransit eligible persons at any requested time on any particular day in response to a request for service made the previous day.
3. ADA Paratransit fares that are no more than twice the fare that would be charged to an individual paying full fare for a trip of similar length, at a similar time of day on the fixed route system.
4. There can be no trip restrictions or priorities based on trip purpose.

5. Service must be made available to eligible persons on a next day basis; and
6. There can be no constraints on the amount of service that is provided to any eligible person. Specifically, there can be no operating practice that significantly limits the availability of service to ADA Paratransit eligible individuals.

Application and Certification Process

An application form is provided to all customers requesting ADA eligible Paratransit service. The application includes a medical form completed by a licensed health professional. Customers are provided with a brochure and policy document describing CAT's ADA Complementary Paratransit Service. Eligibility materials are available in accessible formats upon request.

Once a completed application, both Part 1 and Part 2, is received, CAT may take up to 21 days from the date of the last part of the application packet was received to make an eligibility determination. Applications are not accepted for review until both parts are received and all sections of the application are completed. Incomplete or illegible applications are returned with a letter of explanation on what needs to be completed.

The Transit Director or designee will review completed applications to determine eligibility for available service categories: permanent, temporary, or conditional. Follow-up phone or in-person interviews and functional assessments may be conducted if necessary.

A determination will be within 21 days of the application's receipt. If more time is needed to determine eligibility, the customer will be provided with temporary services on a presumption of eligibility until the assessment can be completed. All applicants receive notification of service eligibility or denial in writing and, if requested, in an accessible format.

Denial of Service

Denial of service decisions are determined by the Transit Director or designee. The applicant will be notified by letter outlining the reasons for the denial and the process to appeal the decision.

Appeal Process

Any applicant denied ADA Paratransit eligibility, or who disagrees with any established conditions of eligibility, has the right to appeal the determination. An appeal request must be submitted in writing and postmarked or delivered within 60 days of the applicant's receipt of the written eligibility notification noted in "Denial of Service" above.

Appeal requests should be addressed to:

Transit Director
City of Canby
195 S Hazel Dell Way, Suite C
Canby, OR 97013.

If preferred, the appellant may request a meeting with the Transit Director to present additional information and arguments. Those needing special accommodation may contact Canby Area Transit for assistance at 503.266.4022 or 195 S Hazel Dell Way, Suite C, Canby OR 97013.

The decision of the Transit Director must be made within 30 days and provided in writing, or in an accessible format, and include the reasons for the finding. If the decision of the Director is not satisfactory, a further appeal can be made within 30 days of the Transit Director's dated appeal decision. The appeal is made to the City Transit Advisory Committee and held at their open, public meeting. Determination results from this meeting will be forwarded as a recommendation to the Canby City Council for approval.

The Canby City Council determinations of an appeal will be final. A record of action taken on each request or complaint must be maintained as part of the record or minutes at each level of the appeal process.

The right of the appellant to a prompt and equitable resolution of the complaint must not be impaired by the appellant's pursuit of other remedies, such as the filing of a complaint with the Department of Justice or other appropriate federal agency or the filing of a suit in state or federal court. Use of this procedure is not a prerequisite to the pursuit of other remedies.

Visitor Privilege

Visitors will be allowed Paratransit Services when traveling in Canby. The individual should have a certification from their home of record. If they do not and the disability is not obvious, the CAT eligibility certification process will be used to determine eligibility. Visitor privileges will be provided by CAT for up to 30 days per year. Individuals certified by another transit agency in the region will have unlimited reciprocity.

Suspension of Services

Canby Area Transit reserves the right to suspend any ADA Paratransit qualified person from service who establishes a pattern or practice of missing scheduled trips and/or for violating the passenger conduct rules posted in CAT vehicles. Repeated violations can result in services being revoked for up to a maximum of 30 days.

All suspension decisions will be the responsibility of the Transit Director, subject by appeal to the City Council.

Temporary or Conditional Certification

If eligibility is determined to be temporary, the ADA Paratransit qualified person will need to be re-certified at the end of the termed period, unless an extension is recommended by the physician and approved by the Transit Manager. If eligibility is determined conditional, the ADA Paratransit qualified person can request to have the status of eligibility reviewed should the conditions change.

Reasonable Accommodation Notice

To ensure equality and fairness, Canby Area Transit (CAT) will make reasonable modifications to our policies, practices, and procedures to avoid discrimination and ensure that programs and services are accessible to individuals with disabilities.

Whenever feasible, a request for modification to our service should be made in advance, before CAT is expected to provide the service. For more information regarding reasonable modifications and to see examples of acceptable reasonable modifications, see the Department of Transportation's Final Rule on the topic.

Send Requests for Modifications to:

Todd Wood, Transit Director
195 S Hazel Dell Way, Suite C
Canby, OR 97013

Contact:

woodt@canbyoregon.gov
Office Phone: 503-266-0751

Appendices

Appendix A:	Complaint and Appeals Process Chart
Appendix B:	Paratransit Service Application Form (Part 1 & 2)
Appendix C:	Paratransit Service Brochure and Policy
Appendix D:	General Public Dial-A-Ride Service Signup Form
Appendix E:	General Public Service Brochure
Appendix F:	Dial-A-Ride Service Area Map
Appendix G:	Clackamas County IGA Map

Appendix A: Complaint and Appeals Process

Canby Area Transit (CAT) – City of Canby Complaint and Appeals Process

STEPS	CONSIDERATIONS
<p>1. Notice of Decision</p> <p>Applicants or riders are notified of eligibility or suspension status. Those who receive suspension notices or notice of less than full eligibility will be notified of their option to request a review of the decision and their right to appeal.</p> <p>The applicant/rider has a predetermined number of days from receipt of a decision to request a review or an appeal: 14 days for suspension notices, 60 days for eligibility determinations and other decisions.</p> <p>At this point, the rider/applicant may either request a review (go to Step 2) or appeal the decision (go to Step 3).</p>	<p>The entity shall establish an administrative appeal process through which individuals denied eligibility or notified of an impending service suspension can obtain review of the decision. SS37.125 (g) and SS37.125 (h)(3).</p> <p>For Eligibility Decisions: Provider may require that an appeal be filed within 60 days of denial of an individual’s application. SS37.125(g)(1).</p> <p>For Suspensions: Canby Area Transit policy establishes that a suspension will take effect 30 days after the rider is notified therefore appeals should be made within 14 days.</p>
<p>2. Manager’s Review</p> <p>Applicant/rider contacts the Transit Director to request a review of the decision. The Director will review the case and work with the applicant/rider to obtain additional information in a timely manner.</p> <p>This may involve an in-person interview or an evaluation by a physical therapist.</p> <p>After all necessary information has been gathered. Transit Director will make a review decision within 14 days and will notify the applicant/rider in writing. The applicant/rider will again be notified of their right to appeal. An appeal must be initiated within 14 days (suspension) or 60 days (eligibility) of receipt of the review decision.</p>	<p>Applicants/riders are encouraged to request a manager’s review rather than jumping right to an appeal. A manager’s review supports the process goal of “keeping the complaints close to the source” and may be successful at resolving some conflicts.</p> <p>There is no ADA specified time limit for the information gathering step. The duration of this period is largely defined by the amount of time needed by the applicants, physicians, or other professionals to complete assessments and/or submit information.</p>
<p>3. Formally Initiating an Appeal</p> <p>The applicant/rider will submit their request to appeal to the Transit Director for review by the Transit Advisory Committee (TAC)</p> <p>The TAC will determine if the appeal is appropriate for mediation. The City will contact a mediator from the roster for case development and mediation. The mediator will initiate contact with the applicant/rider</p>	<p>Because mediation is an additional step in the required appeals process, Canby Area Transit retains the right to choose <u>not</u> to mediate certain cases. Such cases may involve intractable disputes or situations where one of the parties is unwilling or unable to participate in a productive manner. These cases will be forwarded directly to Step 5 for an administrative decision.</p>

<p>within 30 days of Canby Area Transit’s receipt of the request to appeal.</p> <p>If Canby Area Transit determines whether the case is not appropriate for mediation the case will proceed directly to administrative appeal (Step 5).</p>	
<p>4. Mediation</p> <p>If mediation is successful at resolving the dispute, the appellant will be asked to withdraw their appeal. The mediated agreement will become final unless the Transit Director at Canby Area Transit identifies a concern.</p> <p>Canby Area Transit will have up to 14 days following approval of the agreement to issue a decision in writing that reflects the mediated agreement.</p> <p>If the mediation is not successful, the case will be reviewed by City Attorney and the Transit Advisory Committee and forwarded with recommendations to the Canby City Council for an administrative decision.</p>	<p>Approval by the City Attorney is necessary to ensure that the agreement adequately upholds legal requirements and does not hold the Canby Area Transit or the City of Canby to liability. Because legal and liability issues will be addressed in the mediation, review by the City Attorney is expected to be a perfunctory sign-off.</p>
<p>5. Administrative Appeal</p> <p>Administrative appeal will be processed by Transit Advisory Committee. This process involves a review of the file and an opportunity for the applicant/rider to be heard in-person.</p> <p>Following the TAC review and recommendation the City Council will make a final determination.</p> <p>The Canby City Council will issue a decision within 30 days of that hearing, or within 30 days of the applicant’s/rider’s waiver of the opportunity to be heard.</p> <p>This is the final step in an appeal.</p>	<p>The ADA requires that administrative appeals be heard by someone with “separation of functions”. This requirement is met by having the Transit Advisory Committee conduct administrative reviews and forward it for approval to the City Council. SS37.125 (g)(2).</p> <p>The ADA requires that the administrative appeal process includes an opportunity for the applicant/rider to be heard and to present information and arguments. SS37.125 (g)(2).</p> <p>The Appendix to SS37.125 (g)(2) states that after the appeals process has been completed, the entity should decide within 30 days, and that service must be provided starting on the 31st day or unless a decision is rendered.</p>

Appendix B: Dial-A-Ride Application



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CAT Office Use Only- date stamp

CAT ADA Dial-A-Ride Application

Client Application – Part 1

It is important to complete all parts of this form. Evaluation forms that are not fully completed or legibly written will be returned. Please allow up to 21 days for evaluation.

Parts 1 and 2 must be received to evaluate ADA service needs.

- Application for: [] New permanent eligibility (1-3 years) [] Recertification (1-3 years)
[] New temporary eligibility (maximum of 12 months)

Part 1. General Information (to be completed by applicant).

Name: _____
First M.I. Last

Physical Street Address: _____

Name of Facility/Apartment building: _____ Apt. No. _____

City: _____ State: _____ ZIP: _____

Mailing Address (if different): _____ Apt. No. _____

City: _____ State: _____ ZIP: _____

Primary Phone: _____ Secondary Phone: _____

Email: _____ Gender: [] F [] M

Date of Birth: _____ Preferred language? _____

Contact person (required): (You may list additional emergency contacts on additional sheet).

Emergency Contact Person: _____

Relationship to Applicant: _____

Primary Phone: _____ Is this a cell phone? [] Yes [] No

Secondary Phone: _____ Is this a cell phone? [] Yes [] No

Do you need information provided in an alternate format?

- [] Large Print [] Spanish [] Other _____

OFFICE USE ONLY
Reviewed by: _____ Date: _____ Input Date: _____
ID# _____ Exp. Date: _____ [] ADA Application [] ADA-limited duration Application

Please answer the following questions complete and accurately. Your answers will help us determine your ability to use various types of public transit.

CAT Fixed Route buses: Canby Loop and 99X operate on a predetermined route according to a predetermined schedule.

CAT Dial-A-Ride buses: Paratransit and demand response door-to-door service.

1. Are you currently approved to ride with other transit agencies' complementary paratransit service? Yes No If yes, which transit agency? _____

2. Are you able to ride CAT Fixed-Route buses? Yes No Sometimes I do not know

3. What limitation(s) make it difficult or prevent you from using CAT Fixed-Route buses?

4. If the limitation(s) you described are temporary, how long do you expect these to continue?

5. Does your limitation(s) change from day to day in a way that affects your ability to use CAT Fixed-Route buses? Yes No Sometimes I do not know

6. If yes or I do not know is selected, explain why: _____

7. How do you currently travel to your most frequent destinations? (Check all that apply.)

CAT Fixed-Route buses Drive myself Someone drives me CAT Dial-A-Ride

Taxi NEMT (non-emergency medical transportation) Other: _____

8. Do you use any of the following mobility aids or equipment? (Check all that apply.)

None

Manual Wheelchair

Service animal

Cane

Power wheelchair

Portable oxygen

Walker

Power scooter

Respirator

Crutches

Extended footrests

Picture board

White cane

Chest restraint

Alphabet board

Prosthetic device

Other (Please describe): _____

9. Are you proficient in using these mobility aids or equipment? Yes No N/A

10. Does a Personal Care Attendant (PCA) accompany you when you travel outside your home (Example: push your wheelchair, carry your oxygen, etc.)? Yes No Sometimes

11. Do you want or need training to use a CAT Local bus? Yes No

12. Please indicate by marking yes, nor, or not applicable/not sure, regarding "limitations" that may make it difficult or prevent you from using CAT Fixed-Route buses:

Travel skills and abilities:	Yes	No	N/A Unsure
Is your walking speed "normal", not unusually fast or slow?			
Are you able to independently walk or wheel one-quarter mile? <i>If not, how far can you walk/wheel? _____</i>			
Do you have the endurance to safely and independently complete a bus trip?			
Are you stable standing and walking?			
Can you independently climb three 12-inch steps?			
Are you able to step up and down curbs?			
Are you able to walk or wheel up and down curb cuts?			
Can you wait independently outside for 15 minutes?			
Are you able to wait at a bus stop without a bench?			
Can you travel up or down moderately steep terrain?			
Are you able to travel on uneven or broken surfaces?			
Are you independently able to grasp handles and railing while boarding and exiting a bus?			
Can you transfer from your wheelchair or mobility device to a seat in a vehicle?			
Are you able to detect or feel changes on surfaces?			
Are you able to hear well enough to safely travel?			
Are you able to see well enough to safely travel?			
Is your short-term memory adequate for safe, independent travel?			
Is your long-term memory adequate for safe, independent travel?			
Are you able to travel safely and independently on a CAT 99X or Canby Loop bus?			
Are you able to maintain appropriate behavior in public?			
Are you able to ask for, understand and follow directions?			
Are you able to recognize destinations or landmarks?			
Are you able to recognize and respond to dangerous situations?			
Are you able to deal with unexpected situations or changes independently, without assistance?			
Are you able to seek, understand and act on directions needed to complete a trip?			

<i>(continued)</i> Travel skills and abilities:	Yes	No	N/A Unsure
Are you able to provide or say a street address and telephone number upon request?			
Are you able to safely and effectively travel through crowded or complex facilities?			
Are you able to find and remember transit system information?			
Are you able to walk or wheel the distance from your residence to the nearest bus stop?			
Are you able to locate and recognize the correct bus to take?			
Are you able to get on and off a bus independently when the bus is lowered to a curb and/or use a ramp?			
Are you able to get to a seat or wheelchair securement area on a CAT Fixed-Route bus?			
Are you able to find your way in familiar and unfamiliar settings?			
Are you able to manage unexpected situations?			
Are you able to travel alone outside your home?			
Are you able to read, tell time, and follow a schedule, or instructions allowing for safe and independent travel?			
Are you unable to adequately manage snow, ice, rain, heat, humidity, cold, bright light, low light, and/or noise? (Circle those that you are unable to manage).			

PLEASE READ THE FOLLOWING AND SIGN THE APPLICATION.

I understand that the purpose of this application is to determine whether I am eligible to use Canby Area Transit Dial-A-Ride services. I certify that the information in this application is true and correct. I understand that providing false information may result in denial of service as well as penalty under the law. I understand that information I provide will be disclosed only as needed to evaluate eligibility for Dial-A-Ride paratransit, and to provide Dial-A-Ride services if I am determined to be eligible, unless I give other specific authorization.

I understand that it may be necessary for me to participate in an in-person evaluation at Canby Area Transit's expense, to determine my eligibility for Dial-A-Ride services. I understand that Canby Area Transit may review my current ADA Dial-A-Ride eligibility status at any time whatsoever where circumstances may warrant that I am no longer eligible to receive ADA Dial-A-Ride transportation service.

If a legal representative signs this application: I acknowledge that I may be present with the applicant during the in-person evaluation, or I may designate someone to be present on my behalf.

Signature - Applicant or *Legal Representative

Date

*A power of attorney must be included if application is signed by someone other than applicant.

**If someone other than the applicant assisted in completing this application,
the person must complete and sign the following:**

Relationship to Applicant: _____

Name: _____ Date: _____

Address: _____

Phone: _____

Organization or Agency Affiliation: _____

Mail, Fax or Email To:

Canby Area Transit
ATTN: Transit Manager
195 S. Hazel Dell Way Suite C
Canby, OR 97013

FAX: 503-263-6284
Email: cat@canbyoregon.gov

If you have any questions or need assistance in completing the application, please contact us at (503) 266-4022. *Applications will be reviewed within 21 days once received.*





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CAT Office Use Only date stamp

CAT ADA Dial-A-Ride Application

Medical Professional Questionnaire- PART 2

Applicant Instructions: Complete and sign page 1 and have your medical professional complete pages 2 thru 4.

Dear _____
(medical professional)

Date: _____

I, _____, have asked CAT to determine my eligibility to use the CAT
(applicant's name)
local bus service or their Dial-A-Ride paratransit service.

To the medical professional: Please respond to the following questionnaire and mail or fax the completed form to be used along with a separate Part 1 application process for paratransit service. If I revoke this authorization, I will send a written request with a copy of this form to you by mail.

HIPAA Statement: I understand that I may refuse to sign this authorization and that my refusal to sign will not affect my ability to obtain health care treatment from you. However, it may impact the ability of CAT to determine my eligibility for paratransit services. I understand that I may cancel this authorization in writing at any time. The cancellation will not affect any information that you disclosed prior to cancellation. This authorization will expire one year from the date of this letter. I understand that the information released may be subject to re- disclosure and no longer protected under federal and state law.

Signature of patient or legal representative

Contact number

Relationship to patient (if applicable)

If I revoke this authorization, I will send a written request with a copy of this form to you by mail, fax or email to:

Canby Area Transit
ATTN: Transit Manager
195 S. Hazel Dell Way Suite C
Canby OR 97013

FAX: 503-263-6284 Email: cat@canbyoregon.gov

For questions or assistance in completing the application, contact the Transit Manager at (503) 266-0717.

Pages 2 thru 4: To be filled out by your Medical Professional

First name: _____ Last Name: _____ DOB: _____

What is CAT Dial-A-Ride ADA Paratransit and who is eligible?

CAT Dial-A-Ride is the Americans with Disabilities Act (ADA) complementary paratransit service for the Canby area. CAT Dial-A-Ride is an origin to destination, shared ride, public transportation service for individuals with disabilities who are unable to use CAT Fixed-Route bus service due to significant functional limitations. The following features of the CAT bus system allow many individuals with disabilities to use these routes:

- CAT Fixed-Route buses are equipped with a ramp and/or lift. This helps avoid climbing steps if the applicant is unable.
- Announcement system that identifies major bus stops and transfers.
- Reader signs that provide a visual cue for riders with hearing impairment.
- Priority seating: a dedicated area for seniors and people with disabilities.
- Bus stop improvements including curb ramps at intersections and adding benches and shelters at many locations.

Please Note: Paratransit eligibility is not based on age, inability to drive, or the lack of availability or inconvenience of CAT Fixed-Route bus service.

This Medical Professional Questionnaire will be used to help determine what CAT service best meets the applicant's needs.

1. Capacity in which you know this applicant: _____
2. Does the applicant use any of the following devices to assist with their mobility needs?

<input type="checkbox"/> None	<input type="checkbox"/> Manual Wheelchair	<input type="checkbox"/> Service animal
<input type="checkbox"/> Cane	<input type="checkbox"/> Power wheelchair	<input type="checkbox"/> Portable oxygen
<input type="checkbox"/> Walker	<input type="checkbox"/> Power scooter	<input type="checkbox"/> Respirator
<input type="checkbox"/> Crutches	<input type="checkbox"/> Extended footrests	<input type="checkbox"/> Picture board
<input type="checkbox"/> White cane	<input type="checkbox"/> Chest restraint	<input type="checkbox"/> Alphabet board
<input type="checkbox"/> Prosthetic device	<input type="checkbox"/> Other (Please describe) :	

3. What health related condition(s) or diagnosis makes it difficult or prevents the applicant from using CAT Fixed-Route buses?

4. Please indicate by marking yes, no, not sure, if your patient does/does not have “functional limitation(s)” that may make it difficult or prevent them from using CAT fixed route buses.

PHYSICAL ABILITIES: Is patient within normal limits for:	YES	NO	N/A Not sure
Walking speed – <i>is not unusually fast or slow</i>			
Walking distance – <i>is able to ambulate one-quarter mile</i>			
Endurance – <i>is able to safely and independently complete a bus trip</i>			
Coordination and balance – <i>is stable, does not present a fall risk</i>			
Strength – <i>is strong enough for safe, independent travel</i>			
Gait – <i>is normal, without hindrance or disturbance affecting travel</i>			
Range of motion – <i>doesn't present ambulation difficulties affecting travel</i>			
Dexterity – <i>does not present ambulation difficulties affecting travel</i>			
Climbing steps – <i>can the patient independently climb three 12" steps?</i>			
Waiting outside – <i>can patient wait independently outside for 10 min?</i>			
Mobility aids – <i>is the patient proficient in using their mobility aids?</i>			

SENSORY FUNCTIONS: Is the patient:	YES	NO	N/A Not sure
Oriented and aware of their personal space?			
Able to detect changes on surfaces (<i>tactile</i>)?			
Able to detect environmental cues (<i>seeing, hearing, feeling</i>)?			
Visual acuity with best correction (<i>if information is available</i>) Right eye:___ Left eye:___ Both eyes:___			
Visual Fields: Right eye:___ Left eye:___ Both eyes:___			

COGNITIVE ABILITIES: Does the patient possess:	YES	NO	N/A Unsure
Orientation skills – <i>ability to orient oneself to person/place/thing?</i>			
Judgment/safety skills – <i>adequate for safe, independent travel?</i>			
Problem solving skills – <i>adequate for safe, independent travel?</i>			
Coping skills – <i>adequate for safe, independent travel?</i>			
Short-term memory – <i>adequate for safe, independent travel?</i>			
Long-term memory – <i>adequate for safe, independent travel?</i>			
Attention to task – <i>adequate for safe, independent travel?</i>			
Public behavior – <i>able to maintain appropriate behavior in public setting?</i>			
Wayfinding skills – <i>adequate for safe, independent travel?</i>			
Communication skills – <i>adequate for safe, independent travel?</i>			
Ability to recognize and respond to dangerous situations?			
Ability to deal with unexpected situations or changes without assistance?			
Ability to provide or say street address and telephone number upon request?			
Ability to recognize destination or landmarks?			
Ability to ask for, understand, and follow directions?			
Ability to safely and effectively travel through crowded or complex facilities?			

First name: _____ Last Name: _____ DOB: _____

5. Are these functional limitations: permanent or temporary

If temporary, for how long?

**Signature of health care provider: _____

Print name of health care provider: _____

Date: _____ Phone: _____

Office Address: _____

****Medical professional must sign this form prior to returning
the questionnaire to Canby Area Transit.**

Canby Area Transit
ATTN: Transit Manager
195 S. Hazel Dell Way Suite C
Canby OR 97013
FAX: 503-263-6284
Email: cat@canbyoregon.gov



Appendix C: Paratransit Dial-A-Ride Brochure and Policy

Other Transportation Options

CAT provides fixed route transportation service in addition to Dial-A-Ride:

- ◆ 99X Fixed Route operates along the Highway 99E corridor from Oregon City to Canby and Woodburn. Fare is \$1.00 weekdays - Saturdays are FREE.
- ◆ Canby Loop fixed route operates in the Canby city limits with over 30 convenient stops. Canby Loop is FREE.

Bus schedules are available at www.canbyoregon.gov or by contacting the CAT office:

Phone (503) 266-4022
Email: cat@canbyoregon.gov

Customer Comments Appreciated

We value your feedback. Comment cards are available on all vehicles and on the CAT website.

Return completed cards to any CAT bus driver or drop off or mail to the Canby Area Transit office.

Dial-A-Ride Service

Canby Area Transit Dial-A-Ride provides door-to-door transportation for Canby residents who are unable to use fixed route service. Priority is given to Americans with Disabilities Act (ADA) eligible customers.

For a fee of \$1.00, approved riders can travel to destinations within the Canby Urban Growth Boundary, and for select services to and from Oregon City.

CAT Dial-A-Ride is a shared service provider. Pickup and drop off times may be adjusted due to other reservations and rider demands. From the time of the pick-up or arrival, there may be up to one (1) hour to pick up or drop off.

Complementary Paratransit service operates 5:00am to 8:00pm, Monday through Friday - and 8:00am to 6:30pm on Saturday.

Contact CAT

For more information or to apply:

195 S. Hazel Dell Way Suite C
Canby, OR 97013
(503) 266-4022
CAT@canbyoregon.gov
www.canbyareatransit.org/dial-a-ride

Holiday Closures

Canby Area Transit bus services do not operate on the following holidays:

- ◆ New Year's Day
- ◆ Memorial Day
- ◆ Independence Day
- ◆ Labor Day
- ◆ Thanksgiving Day
- ◆ Christmas Day

CAT is Supported by Canby Area Business!



195 S. Dell Way Suite C
Canby, OR 97013

Phone: 503-266-4022
Fax 503-263-6284
Email: cat@canbyoregon.gov
Oregon Relay Service: 800-735-2900

Accessibility



All Canby Area Transit vehicles are fully accessible and able to accommodate all wheelchairs and scooters that meet ADA standards regarding size and weight.

Drivers are trained to assist persons with disabilities in boarding and de-boarding.

Fares & Passes

\$1.00 per trip / Saturdays are FREE

Drivers accept exact cash or a Canby Area Transit pass for fares. Save time and purchase a Punch Pass or Monthly Pass:

- ◆ 24 Ride Punch Pass (no expiration)
- ◆ Monthly Pass (good for the current month)

Passes are \$20.00 each, payable in cash from a driver, or by cash, check or credit card through the CAT office.



**CANBY
AREA TRANSIT**

Dial-A-Ride

**Complementary
Paratransit Service**

PH: 503-266-4022
Fax 503-263-6284
Email: cat@canbyoregon.gov
Oregon Relay Service: 800-735-2900

Service Alerts

In the event of severe inclement weather or area construction projects, bus service may be re-routed or delayed. Check for updates on social media:

[facebook.com/CanbyAreaTransit](https://www.facebook.com/CanbyAreaTransit)
TWITTER: @CanbyTransit
WEBSITE: www.canbyareatransit.org

For details and up to date information, contact CAT Monday through Saturday, 8am to 5pm.

Title VI

Non-Discrimination Policy

Canby Area Transit (CAT) operates equal opportunity programs without regard to race, color, national origin, religion, age, marital status, equal orientation, or disability.

This is in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

** Alternative formats available upon request (i.e., Braille, Large Print, Audio Cassette, Disk, or other formats).



Complementary Paratransit Dial-A-Ride Policy

Trip Reservations

Reservations can be made up to two weeks (14 days) in advance, or up to 5:00 pm, the day before the trip is needed (excluding Sundays and Holidays). Trips must have at least 30 minutes between drop off and pick up times.

To make a reservation, call the CAT office 503-266-4022. Office Hours: Monday through Saturday, 8am – 5pm. Leave a message on the answering system if calling after hours or on weekends. Be prepared with:

- ◆ Trip information (dates, times, addresses)
- ◆ A phone number for a return call with trip confirmation
- ◆ Your choice of a pick-up or arrival time
- ◆ An estimate of your length of time at the destination

The night before the ride, you will receive an automated call confirming your ride times. The bus may arrive (10) minutes earlier or later than the requested time.

Once it arrives, the bus will wait for five (5) minutes for riders. Please be ready to board the bus at least ten (10) minutes prior to the time you were given in the confirmation call.

Riders may travel with one (1) Personal Care Attendant (PCA). Additional companions may ride as space allows for the \$1.00 fare. Reservations are required.

Please note: Canby Area Transit is a shared service provider. Pickup and drop off times can be adjusted due to other reservations and rider demands. From the time of the pick- up or arrival, there may be up to one (1) hour to pick up or drop off.

Cancellations, Missed Rides, No Shows

CAT's Dial-a-Ride service is in high demand. Please read and understand the no show policy so we can continue to offer services to those who need it most. Call the CAT office as soon as possible to cancel a reservation, if you're ready prior to the scheduled pick- up time or if more time is needed.

- ◆ If a rider is late by more than five (5) minutes past the scheduled pick-up window time, the trip is considered a no-show.
- ◆ A pattern of no-shows and excessive cancellations could result in a suspension of ridership privileges. Suspended riders will be notified in writing.
- ◆ Riding privileges may be suspended due to a pattern of missed or no-

show appointments.

- ◆ Privileges can also be suspended due to unruly behavior, which may or may not threaten safety on the vehicle.

Trip Planning Tips

- ◆ Limit carry-on items such as groceries to what you and/or your personal care provider can carry.
- ◆ Packages may not block the aisle.
- ◆ No hazardous materials are allowed on vehicles.
- ◆ Trips to the Portland/Metro area are made with connections through TriMet LIFT. Contact <https://trimet.org/lift/> or (503) 962-8000.
- ◆ For trip planning assistance using CAT or connecting to public transit options in the region, contact the CAT business office, (503)266-4022 or cat@canbyoregon.gov.

All Passenger Fares

- ◆ Dial-A-Ride Fare: \$1.00
- ◆ Children 7 and Older: \$1.00
- ◆ Accompanied Children 6 and Under: FREE
- ◆ Unaccompanied Children 6 and Under: \$1.00
- ◆ Saturdays are free

Appendix D: General Public Sign-up Form



GENERAL PUBLIC DIAL-A-RIDE FORM

<i>Office use:</i>
Client # _____
Expiration: _____
Entered by: _____

PLEASE PRINT:

Name: _____

Last

First

Physical Address: _____

Mailing Address: _____

(if different)

Name of facility or apartment building: _____

(if applicable)

Primary Ph: Cell Phone: _____

Date of Birth: _____ Email: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Relationship to Applicant: _____

Emergency phone Primary: _____ Other: _____

MAIL TO:

Canby Area Transit
195 S Hazel Dell Way
Canby OR 97013
Attn: Transit Coordinator

EMAIL OR FAX TO:

CAT@canbyareatransit.org
FAX: (503) 263-6284

Please note: If you require mobility devices, have vision or hearing impairments or other potential ADA qualifying conditions, please contact our office to apply for a Complementary Paratransit Dial-A-Ride Application. Thank you!

Appendix E: General Public Brochure

Other Transportation Options

CAT provides fixed route transportation services in addition to Dial-A-Ride:

- ◆ 99X Fixed Route operates along the Highway 99E corridor from Oregon City to Canby and Woodburn. Fare is \$1.00 weekdays - Saturdays are FREE.
- ◆ Canby Loop fixed route operates in the Canby city limits with over 30 convenient stops. Canby Loop is FREE.

Bus schedules are available at www.canbyoregon.gov or by contacting the CAT office:

Phone (503) 266-4022
Email: cat@canbyoregon.gov

Customer Comments Appreciated

We value your feedback. Comment cards are available on all vehicles and on the CAT website.

Return completed cards to any CAT driver or drop off or mail to the Canby Area Transit office.

General Public Dial-A-Ride

Canby Area Transit offers a limited General Public (GP) service to anyone traveling within the Canby Urban Growth Boundary.

The GP service is designed to utilize unused capacity on CAT's Paratransit Service. GP operates Monday through Saturday, 8:00am to 6:00pm.

CAT Dial-A-Ride is a shared service provider. Pickup and drop off times may be adjusted due to other reservations and rider demands. From the time of the pick-up or arrival, there may be up to one (1) hour to pick up or drop off.

GP Rides are provided on a first come, first served space available basis. A sign-up form is required from customers prior to service.

For more information:

Contact the CAT Office:

195 S. Hazel Dell Way Suite C
Canby, OR 97013
(503) 266-4022
CAT@canbyoregon.gov

Visit the CAT website:

www.canbyareatransit.org

CAT Bus Passes

Drivers accept exact cash or a Canby Area Transit pass for fares.

Save time and purchase a Punch Pass or Monthly Pass:

- ◆ 24 Ride Punch Pass (no expiration)
- ◆ Monthly Pass (good for the current month)

Passes are \$20.00 each, payable in cash from a driver, or by cash, check or credit card through the CAT office.

Fares

GP Fare: \$1.00
Children 7 & Older: \$1.00
Accompanied Children 6 & Under FREE
Unaccompanied Children 6 & under: \$1.00

SATURDAY RIDES ARE FREE



**CANBY
AREA
TRANSIT**

195 S. Hazel Dell Way Suite C
Canby, OR 97013

Accessibility



All Canby Area Transit vehicles are fully accessible and able to accommodate all wheelchairs and scooters that meet ADA standards regarding size and weight.

Drivers are trained to assist persons with disabilities in boarding and de-boarding.

Title VI Non-Discrimination policy

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This is in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

***Alternative formats available upon request (i.e., Braille, Large Print, Audio Cassette, Disk, or other formats).*



Dial-A-Ride

General Public

PH: 503-266-4022
Fax 503-263-6284
Email: cat@canbyoregon.gov
Oregon Relay Service: 800-735-2900

*CAT is supported by
Canby Area Businesses*

Service Alerts

In the event of severe inclement weather or area construction projects, bus service may be re-routed or delayed.

Updates are posted on the CAT website, Facebook and Twitter pages:

www.facebook.com/CanbyAreaTransit
TWITTER: @CanbyTransit
www.canbyareatransit.org

Information is also available by contacting the CAT business office Monday through Saturday, 8am to 5pm.



Holiday Closures

Canby Area Transit bus services do not operate on the following holidays:

- ◆ New Year's Day
- ◆ Memorial Day
- ◆ Independence Day
- ◆ Labor Day
- ◆ Thanksgiving Day
- ◆ Christmas Day



General Public Dial-A-Ride Policy

Trip Reservations

Reservations can be made up to **two weeks** (14 days) in advance, or up to 5:00 pm, the day before the trip is needed (excluding Sunday and Holidays). Trips must have at least 30 minutes between drop off and pick up times.

To make a reservation, call the CAT office **503-266-4022**. **Office Hours: Monday through Saturday, 8am – 5pm**. Leave a message on the answering system if calling after hours or on weekends. Be prepared with:

- ◆ Trip information (dates, times, addresses)
- ◆ A phone number for a return call with trip confirmation
- ◆ Your choice of a pick-up or arrival time
- ◆ An estimate of your length of time at the destination

The night before the ride, you will receive an automated call confirming your ride times. The bus may arrive (10) minutes earlier or later than the requested time.

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CAT's Dial-a-Ride service is in high demand. Please read and understand the no show policy so we can continue to offer services to those who need it most. Call the CAT office as soon as possible to cancel a reservation, if you're ready prior to the scheduled pick-up time or if more time is needed.

- ◆ If a rider is late by more than five (5) minutes past the scheduled pick-up window time, the trip is considered a no-show.
- ◆ A pattern of no-shows and excessive cancellations could result in a suspension of ridership privileges. Suspended riders will be notified in writing.
- ◆ Ridership privileges may be suspended due to a pattern of missed or no-show appointments.

- ◆ Ridership privileges can also be suspended due to unruly behavior, which may or may not threaten safety on the vehicle.

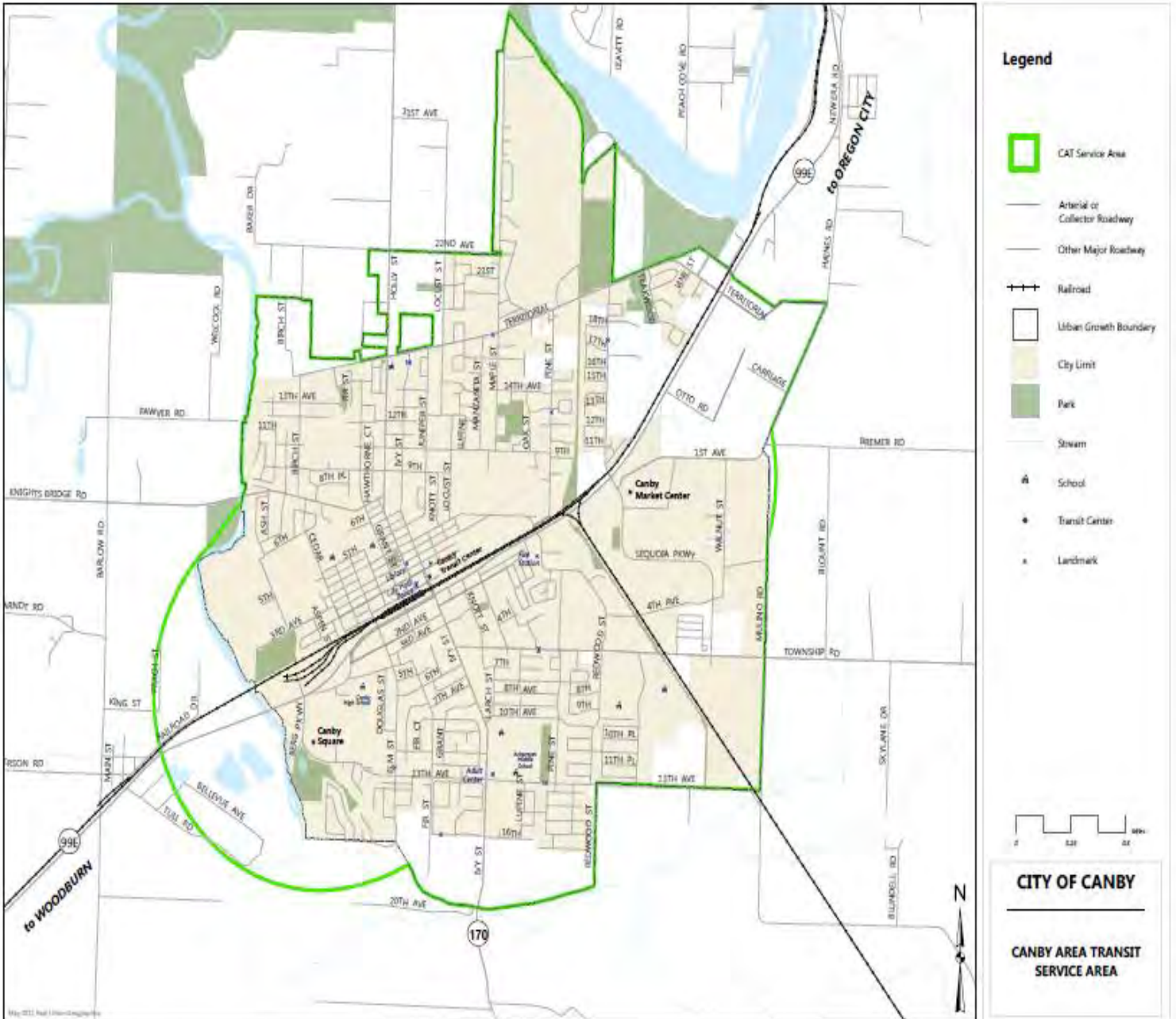
Trip Planning Tips

- ◆ Limit carry-on items such as groceries to what you and/or your personal care provider can carry.
- ◆ Packages may not block the aisle and no hazardous materials are allowed on vehicles.
- ◆ Trips to the Portland/Metro area are made with connections through TriMet LIFT. Contact <https://trimet.org/lift/> or (503) 962-8000.
- ◆ For trip planning assistance using CAT or connecting to public transit options in the region, contact the CAT business office, (503)266- 4022 or cat@canbyoregon.gov.

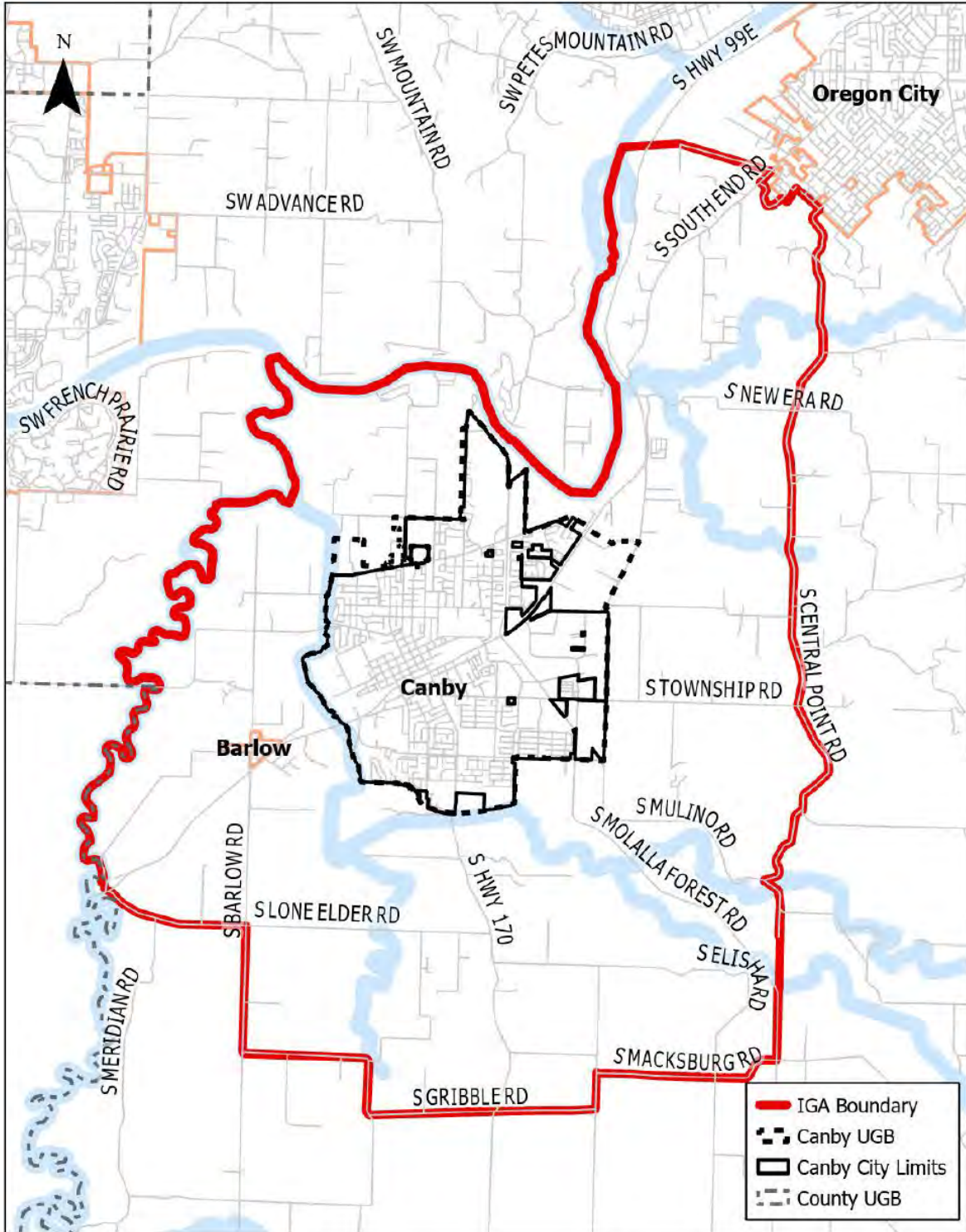
All Passenger Fares

- ◆ Dial-A-Ride Fare: **\$1.00**
- ◆ Children 7 and Older: **\$1.00**
- ◆ Accompanied Children 6 and Under: **FREE**
- ◆ Unaccompanied Children 6 and Under: **\$1.00**
- ◆ **Saturdays are Free**

Appendix F: Dial-A-Ride Service Area Map



Appendix G: Clackamas County IGA Map



Canby Area Transit (CAT) & Clackamas County IGA Boundary



Date: May 7, 2024
 By: Canby Planning
 Source: Clackamas County GIS Portal



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Resolution No. 1429**, A Resolution Adopting Canby Area Transit's 2025 Civil Rights Program Title VI, Limited English Proficiency Plan.
Goal: Plan a Transportation System That Eases the Impacts of Growth
Objective:

Summary

Consider adopting the updated 2025 Civil Rights Program Title VI, Limited English Proficiency Plan for Canby Area Transit (CAT).

Background

Canby Area Transit (CAT) is required to have a Civil Rights Program Title VI, Limited English Proficiency Plan for Public Transit to ensure Federal Transportation and Department of Transportation compliance. CAT has updated the Civil Rights Program Title VI, Limited English Proficiency Plan several times over the 22 years it has been serving the Canby community. The last plan update was in 2018 with Resolution No. 1297. The 2025 Civil Rights Program Title VI, Limited English Proficiency Plan update has included updated language and guidelines that have been improved since the previous plan update.

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

Attachments

- Resolution No. 1429
- 2025 Civil Rights Program Title VI, Limited English Proficiency Plan

Fiscal Impact

No Fiscal Impact

Recommendation

Staff recommends the adoption of Resolution No. 1429 adopting Canby Area Transit's 2025 Civil Rights Program Title VI, Limited English Proficiency Plan.

Proposed Motion

"I move to adopt Resolution No. 1429, A Resolution Adopting Canby Area Transit's 2025 Civil Rights Program Title VI, Limited English Proficiency Plan and Repealing Resolution No. 1297."

RESOLUTION NO. 1429

A RESOLUTION ADOPTING CANBY AREA TRANSIT’S 2025 CIVIL RIGHTS PROGRAM TITLE VI, LIMITED ENGLISH PROFICIENCY PLAN AND REPEALING RESOLUTION NO. 1297.

WHEREAS, Canby Area Transit (CAT) is required by federal regulation and by Oregon Department of Transportation’s (ODOT) Rail and Public Transit Division to draft and maintain a Civil Rights Program Title Vi, Limited English Proficiency Plan for its public transportation services; and

WHEREAS, the City previously adopted the document 2018 *Civil Rights Program Title Vi, Limited English Proficiency Plan* (dated September 5, 2018) by Resolution No. 1297.

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

1. The document entitled 2025 Civil Rights Program Title VI, Limited English Proficiency Plan attached hereto as Exhibit “A” and by this reference incorporated herein, is adopted by the Canby City Council and replaces all previous version in its entirety.
2. Resolution No. 1297 is hereby repealed.

This resolution shall take effect on April. 16, 2025.

ADOPTED by the Canby City Council on the 16th day of April, 2025.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



**CANBY
AREA
TRANSIT**

**2025
Civil Rights Program
Title VI, Limited English Proficiency Plan**

Todd M. Wood
Transit Director
195 S. Hazel Dell Way
Canby, OR 97013

Phone: (503) 266-0751
Email: woodt@canbyoregon.gov
www.canbyareatransit.org



TABLE OF CONTENTS:

INTRODUCTION -----3

SIGNED POLICY STATEMENT -----3

NOTIFICATION TO THE PUBLIC OF CAT'S TITLE VI OBLIGATIONS -----3

TITLE VI COMPLAINT PROCEDURES -----4

RECORD OF TITLE VI INVESTIGATIONS, COMPLAINTS, OR LAWSUITS -----4

PUBLIC PARTICIPATION PLAN-----4

SUMMARY OF PUBLIC PARTICIPATION EFFORTS -----5

CAT LIMITED ENGLISH PROFICIENCY OUTREACH PLAN -----5

TITLE VI – COMPLIANCE OFFICER & LIMITED ENGLISH PROFICIENCY PLAN (LEP) COORDINATOR -----5

REPRESENTATION/MEMBERSHIP OF BOARDS AND COMMITTEES -----6

SUBRECIPIENTS-----6

FACILITIES SITING AND CONSTRUCTION -----6

OVERVIEW OF CAT SERVICE STANDARDS AND POLICIES -----6

APPENDIX A: POLICY STATEMENT -----7

APPENDIX B: DISCRIMINATION COMPLAINT PROCEDURE -----8

APPENDIX C: PUBLIC ENGAGEMENT PLAN FRAMEWORK----- 10

APPENDIX D: LIMITED-ENGLISH PROFICIENCY (LEP) PLAN-----26

APPENDIX E: TITLE VI STANDARDS AND POLICIES -----29

APPENDIX F: COMMENT/COMPLAINT CARDS -----32

Introduction

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives federal financial assistance. This law is applicable to a wide range of federally funded programs, including transportation services. The Federal Transit Administration (FTA) is responsible for enforcing Title VI regulations and investigating any complaints of discrimination. As a recipient of federal funds, Canby Area Transit (CAT) is committed to complying with Title VI regulations and ensuring that its transit services are accessible to all members of the community. To demonstrate its commitment, CAT has developed a comprehensive program plan outlining its efforts to provide equitable access to transit services.

Title VI also mandates recipients of federal funds to offer language assistance services to those with Limited English Proficiency (LEP). This requirement extends to transportation services, necessitating that transit agencies offer interpretation and translation services and translated materials. CAT has developed a Language Assistance Plan to comply with Title VI regulations, promoting equity and inclusivity in its transit services.

This program plan is a reflection of CAT's commitment to non-discrimination and its dedication to providing safe and accessible transit services to all individuals, regardless of their race, color, or national origin.

Signed Policy Statement

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

Notification to the Public of CAT's Title VI obligations

Canby Area Transit (CAT) publicizes its Title VI program by posting its commitment to providing services without regard to race, color, or national origin in all buses, in the triosk at the Canby Transit Center, at CAT offices, and at CAT Hall.

Furthermore, CAT provides information regarding Title VI obligations on the website (<https://www.canbyoregon.gov/area-transit/page/canby-area-transit-title-vi-policy>) and in customer brochures.

The posters, website, and brochures provide information in English and Spanish:

- A statement that the CAT operates programs without regard to race, color, and national origin; and
- A statement encouraging anyone to contact CAT with questions or comments about CAT's non-discrimination policies or to file a complaint.

General Information/ Comments/ Complaints:

Email: cat@canbyoregon.gov

Phone: 503-266-4022

Website: <https://www.canbyoregon.gov/area-transit/page/contact-us>

Title VI Complaint Procedures

Canby Area Transit (CAT) has a standard process for investigating all complaints filed. Members of the public may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination. Full procedures for filing a complaint, complaint form and CAT procedures for investigating complaints can be found as *Appendix B*.

At minimum, the complaint should include the following information:

- Name, mailing address, and how to contact complainant (i.e., telephone number, email address, etc.)
- How, When, Where and Why complainant alleges he/she was discriminated against. Include the location, names and contact information or any witness.
- Other significant information.

The complaint may be filed in writing with Canby Area Transit at the following address:

Canby Area Transit
Attn: Transit Director
195 S. Hazel Dell Way
Suite C
Canby, OR 97013

Record of Title VI Investigations, Complaints, or Lawsuits

Canby Area Transit has had no Title VI complaints, investigations, or lawsuits filed against it in the past three (3) years.

Public Participation Plan

Canby Area Transit has developed a Framework for Inclusive Engagement (Appendix C) to guide their outreach and involvement efforts across various projects goal of promoting diversity, equity, inclusion and encouraging participation by all members of the community. The framework includes a six-step process for public decision-making, which aims to engage stakeholders early and throughout a decision-making process, building trust and confidence in the process. The six-step process for public decision-making is as follows:

- Step 1.** Define the problem and identify desired outcome for a planning project
- Step 2.** Determine criteria and measures for the desired outcomes
- Step 3.** Brainstorm alternative solutions to the problem
- Step 4.** Evaluate alternatives using the agreed upon criteria
- Step 5.** Consider tradeoffs between alternatives
- Step 6.** Develop recommendations to the decision makers

The framework also emphasizes the importance of engaging historically underrepresented stakeholders to ensure inclusive decision-making and provides potential actions for overcoming barriers to engagement. It also describes the importance of investing resources into meaningful engagement by identifying key audiences, relevant strategies for public outreach and engagement (i.e., public meetings,

workshops, focus groups, open houses, social and community events, etc.), and measuring the success of these efforts to produce effective community outcomes.

Summary of Public Participation Efforts

Over the last three-year period, CAT conducted the following public outreach and involvement activities:

- Conducted table booth events at the local Bridging Cultures Lunch in the Park events. (Spring/Summer 2022 through 2024)
- Fixed Route (99X & Canby Loop) survey for service needs (2023)
- Holiday Light Tour of Canby, Open to Public to Ride the Bus and Learn about Transit (December 2022, 2023 & 2024)
- Halloween Trick or Treat in Downtown Canby (October 2022, 2023 & 2024)
- Transit Open House for Transit Master Plan (September 2024)
- Three Surveys for Transit Master Plan Update (2024)
- First Thursday Events in Downtown Canby (2023 & 2024)
- Canby High School Community Partners Fair (August 2024)
- Canby Big Night Out (August 2024)
- Health and Harvest Fair at Hope Village (October 2023)
- Housing Resource Fair at Canby Adult Center (May 2024)
- Fourth of July Parade (July 2022, 2023 & 2024)
- Transit Advisory Committee Meetings

CAT Limited English Proficiency Outreach Plan

A full copy of CAT's outreach plan for individuals with limited English proficiency can be found in Appendix D. Key Elements of the plan include:

- Spanish speaking translators available upon request;
- Route and schedule brochures available in both English and Spanish;
- Transit surveys conducted by CAT available in Spanish;
- Public meetings with translators available upon request;
- Multiple-language translators are available to anyone contacting CAT by phone using Certified Languages;
- Rider alerts and other notifications printed in both English and Spanish; and
- Information on CAT's website automatically translated into multiple languages.

Title VI – Compliance Officer & Limited English Proficiency Plan (LEP) Coordinator

CAT's Transit Director will serve as the overall Title VI Compliance Officer. The Compliance Officer is responsible for ensuring that CAT meets its obligations under Title VI of the Civil Rights Act of 1964.

CAT's Operations Manager will serve as CAT's Title VI Limited English Proficiency (LEP) Plan Coordinator.

The LEP Coordinator will ensure that CAT satisfies the intent of the LEP Plan by making information available to LEP individuals, offering ways for them to participate in CAT’s public participation efforts and ensuring the process is in place for direct input and feedback.

Representation/Membership of Boards and Committees

The Transit Advisory Committee meets at least six times per year. Regular meetings are on the fourth Thursday in January, March, May, July, and September and on the third Thursday in November at 6:00 PM in the City of Canby Council Chambers or other designated meeting space. Meetings are open to the public. All meetings allow members and public to join in person or via Zoom.

The committee shall be specifically responsible for, but not limited to the following:

- Developing and assessing, on an ongoing basis, the transportation needs of the citizens of Canby.
- Acting in an advisory capacity to the Transit Director in the coordination of transit services.
- Promoting and educating the public regarding acceptance and usage of the transit system.
- Promoting and educating the public regarding special problems associated with the use of the transit system by youth, elderly and disabled citizens.

Subrecipients

CAT has no subrecipients.

Facilities Siting and Construction

CAT has not sited, located or constructed any facility requiring an equity analysis since the last Title VI program was approved.

Overview of CAT Service Standards and Policies

Canby Area Transit has updated the CAT Service Standards and Policies document in January 2025. This is included as *Appendix E*.

Appendix A: Policy Statement



**CANBY
AREA
TRANSIT**

Canby Area Transit

Title VI Non-Discrimination Policy Statement

January 2nd, 2025

Title VI of the Civil Rights Act of 1964 states:

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

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

Todd M. Wood

Transit Director

Canby Area Transit

195 S. Hazel Dell Way Suite C
Canby OR 97013

www.canbyareatransit.org
PH: (503) 266-4022

Appendix B: Discrimination Complaint Procedure

CAT's Discrimination Complaint Procedure

1. Title VI of the Civil Rights Act of 1964 states that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Any person who believes that he or she, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, may file a complaint with Canby Area Transit (CAT). A complaint may also be filed by a representative on behalf of such person. All complaints will be referred to the CAT Transit Director for review and action.
2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:
 - a. The date of alleged act of discrimination; or
 - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, CAT may extend the time for filing or waive the time limit in the interest of justice, as long CAT specifies in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully possible the facts and circumstances surrounding the alleged discrimination. In the event the person makes a verbal complaint of discrimination to an employee of CAT, the person shall be interviewed by the CAT Transit Director. If necessary, the CAT Transit Director will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the CAT investigative procedures.
4. Within 10 days, the CAT Transit Director will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as Oregon Department of Transportation (ODOT) and United States Department of Transportation (USDOT).
5. The recipient will advise ODOT and/or USDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ODOT and/or USDOT:
 - a. Name, Address, and Phone Number of the complainant.
 - b. Name(s), Address(es) of alleged discriminating official(s).
 - c. Basis of complaint (i.e., race, color, or national origin).
 - d. Date of alleged discriminatory act(s).
 - e. Date of complaint received by the recipient.
 - f. A statement of the complaint.
 - g. Other agencies (Local, State, or Federal) where the complaint has been filed.
 - h. An explanation of the actions CAT has taken or proposed to resolve the issue of the complaint.

6. Within 60 days, CAT's Transit Director will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings. The complaint will be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, CAT's Transit Director will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ODOT, or USDOT, if they are dissatisfied with the final decision rendered by CAT. CAT's Transit Director will also provide ODOT and/or USDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Oregon Department of Transportation
Attn: ODOT Equity and Civil Rights
355 Capitol Street NE, MS11
Salem, OR 97301-3871

Federal Transit Administration Office of Civil Rights
Attn: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave, SE
Washington, DC 20590

Appendix C: Public Engagement Plan Framework

Canby Area Transit Framework for Inclusive Engagement

Original: January 2nd, 2025

Purpose

Canby Area Transit is committed to engaging residents, businesses, property owners, and other stakeholders in planning and decision making that impacts them. This includes planning, policy, and project decisions related to land use, housing, parks and recreation, transportation, and other community issues. CAT is also committed to increasing and supporting the involvement of historically underrepresented community members through consistent, fair, and accessible public engagement activities that encourage participation by all members of the community.

This framework was developed to provide a foundation on which CAT outreach and involvement efforts can be based across a variety of projects to substantially increase diversity, equity, and inclusion in decisions by bringing meaningful engagement to all members of the community. The approach outlined here brings the community into the process early and is designed to engage them collaboratively to define the issues to be addressed and to develop potential solutions and recommendations. Inclusive engagement is fundamentally different from traditional public outreach as it engages interested parties directly in the decision-making process, rather than asking for feedback on decisions the CAT is making or has already made.

Inclusive engagement brings in community members with a broad range of perspectives, experiences, needs and preferences to be active participants at each step of decision making, from defining the problem or issues, to defining a successful outcome, generating and evaluating potential solutions, and advancing recommendations. It encourages all members of the community to work with the CAT to develop plans, projects, policies and other actions that represent the diversity of interests and needs.

Benefits of Engaging the Public

Broad community involvement in CAT decisions provides a number of significant benefits:

Legitimacy and increased support for plans and projects. With the substantive engagement of affected communities, developed actions will reflect legitimacy, community support, and equitable outcomes. Legitimacy builds trust, political will, and ownership for effective implementation.

Improved community/government relations. Community engagement can build trust between diverse stakeholders and help improve the quality of difficult discussions about racial disparities, economic conditions, and community development needs. By creating a multifaceted process built upon relationship building, trust, respect, and affirmation of community knowledge and power, more effective ways of dealing with differences will emerge.

Deeper understanding of the issues. CAT initiatives will be stronger with the input of the people potentially affected by the decisions and actions. Plans, projects, policies and initiatives will benefit by significant engagement of residents and organizations that have knowledge of the existing challenges and opportunities, and experience to create solutions to these challenges.

Increase in community capacity. A meaningful engagement strategy will improve the capacity for problem solving. Engagement builds stronger networks across racial, ethnic, generational, gender, and socioeconomic divides, an essential component to achieving equitable outcomes and leveraging additional resources.

Reduced long-term costs. Plans, projects and policies that are supported by the community can generally be funded and implemented faster than those that experience resistance. Additional costs associated with redesign, extended negotiations, or even litigation can result from lack of community consensus. While conflicts may arise during planning (especially when there is a history of failed projects or unrealized promises), the community engagement process creates an environment of positive communication where creative and inclusive solutions can be found to resolve conflicts.

Democracy in action. Community engagement is, in many ways, a microcosm of our American democratic system of government. It is one of the best ways community residents can connect to and shape local and regional decision-making processes.

Principles for Effective Outreach

Community engagement should take a comprehensive approach, creating practices and institutionalized mechanisms that share power and vest decision-making control in all members of the community, including historically overlooked and marginalized groups and individuals. When utilized for the purpose of increasing community power and agency for problem solving, community engagement is guided by a few key principles:

- Honor the wisdom, voice, and experience of the community
- Involve diverse and representative community interests
- Treat participants with integrity and respect
- Be transparent about the process, motives and power dynamics
- Share decision making and initiative leadership
- Engage in continuous reflection and willingness to change course

Transformative engagement can be the difference between a successful initiative and one that falls well short of its potential. It enables highly technical or routine projects and processes to produce real, tangible and lasting benefits for communities. To be transformative and achieve CAT's objective of being inclusive, engagement should be:

- Collaborative – work together with the community to generate ideas and develop solutions
- Outcome-driven – focus on solving a problem
- Inclusive – involve stakeholders in defining the problem, the desired outcome, and the

process for decision making

- Fair – clearly define decision-making process
- Trackable – document all input and decisions
- Accessible – make meetings and information accessible for all

How to Use the Framework

The framework provided here offers general guidance for effective public decision making and engagement. It includes a six-step process that guides the focus of public engagement at each step of the process. It is intended to be a flexible, principle-driven process that can be easily followed by CAT and the public to track the decisions and focus of each step, creating a fair and transparent process. This requires documentation of all input and decisions at each step of the process to allow the community to track how their perspectives are considered and addressed. The framework can be used as the foundation for designing public outreach for all CAT activities that include public outreach or engagement component. The process is flexible and adaptable to the complexity and timeframes of different types of policy, planning, and project initiatives.

Questions to Consider

In applying the framework to our public initiative, it may be helpful to consider the following questions to set the context for the public outreach design:

- What would a successful public engagement effort look like for this initiative?
- Is CAT starting from a relatively blank slate to understand the full set of needs or is it focused on specific solutions or constraints?
- What is the timeline and decision-making structure that will drive the process?
- What is your understanding of the community landscape? Who is affected? Which community groups or other stakeholders can help engage the most affected community members? Consider individuals and groups that have been historically underrepresented in community engagement.
- What are the core questions and tradeoffs associated with the project? What are the most important questions and tradeoffs stakeholders and decision makers must consider? Are there segments of the community that will be particularly interested in those questions?

Designing the Process

Establish Goals for Community Engagement

It is important to be clear about why you are doing public engagement to ensure that the public outreach effort is designed to meet your intended outcome. The purpose can range from providing information to the public, to obtaining input on a project or decision, to involving the community in decisions. It is always better to look to a more inclusive approach if you are unsure how much interest or controversy there is around a decision. Starting with more outreach and then backing off if the level of interest is not there is better than starting

with an information campaign and being met with community resistance or controversy; such an approach does not engender trust in the process.

Establishing goals for engagement is not focused on a solution, it is focused on what the public process brings to developing a solution. The goal of community engagement is to provide opportunities for the public to gain information, provide input, and influence the outcome at whatever level necessary to support the final recommendation. Understanding the nature of the decisions being made, the opportunities to enhance decisions through community dialogue, and awareness of the challenges and community concerns are essential to designing an effective engagement process.

Framework for Engagement

The framework outlined below is easily adapted to a wide variety of applications to provide a structure for public engagement on a wide basis. Consistency in the approach allows the community to recognize the steps of the process and how their participation will be used in CAT’s decision making. This builds trust and confidence in the process and encourages broad public involvement.

Key Steps, Strategies, and Considerations

The steps outlined here are general in nature and can be adapted to meet the complexity and context of any decision. They are designed to make the process transparent and understandable to all interested parties, focus on developing a fair process that reflects community values from a broad range of interests, facilitate creative problem solving, and engage the community in weighing tradeoffs and values. The framework for engaging the community in a fair and transparent decision-making process is developed around the six steps for public decision making, shown in *Table 1*.

Table 1: Steps for Public Decision Making

Step 1	Define the problem and identify the desired outcome for the project or initiative
Step 2	Determine criteria and measures for the desired outcomes
Step 3	Brainstorm potential solutions to the problem
Step 4	Evaluate the alternatives using the agreed upon criteria
Step 5	Consider tradeoffs among alternatives
Step 6	Develop recommendations for the decision makers

The framework is designed to engage stakeholders early and allow them to participate throughout the process. It is built on a proactive approach that involves the community as active partners, rather than simply being asked to react to generated solutions. It is important to document and report back to the community the perspectives, ideas, and input they bring at each step of the process, and to show how these are used to define the problem, develop the evaluation criteria, generate ideas or solutions, evaluate potential solutions, and develop recommendations.

Step 1: Define the problem and identify the desired outcome for the project or initiative

The first step of any process is to define the problem to be addressed. For most planning and policy decisions, it is important for CAT to explore a problem through the broader lens of public engagement. Gaining the perspective of directly and potentially affected parties adds depth and dimension to the problem definition. What may seem like a problem for CAT staff may have unseen benefits to the community. Similarly, information gathered by CAT about an issue may not include challenges obvious to those who live and work in or with the issue. By mutually defining a problem, CAT is better prepared to develop solutions that are supported by the community and those directly affected by them.

Similarly, a mutually defined desired outcome is important to knowing what is important to the community in developing a plan or project that all parties can support. Answering the question: This project/plan will be a success if...? helps to frame community values and desired outcomes. It also provides the basis for developing an evaluation process in Step 2. It is important to discern between interests and solutions when exploring desired outcomes, and to redirect suggested solutions to a discussion about what they achieve or deliver. For example, in a planning effort someone might say that a new park is the desired outcome. The underlying interest may be a place for children to play or friends to gather or the creation of green space or aesthetics. Teasing out the underlying interests creates an opportunity to achieve an outcome without limiting it to a single solution.

Step 2: Determine criteria and measures for the desired outcomes

Mutually defining the desired outcome(s) in Step 1 provides the foundation for developing criteria and measures for comparing and selecting alternative solutions or ideas. It is important to design and gain endorsement for an evaluation process that reflects community values before brainstorming potential solutions. This demonstrates CAT's commitment to a fair and transparent process and a way to track and evaluate what is most important to the community.

The purpose of the evaluation process is to provide a structure for comparing options across values. It is not intended to numerically rank each option or alternative; rather, it is designed to provide information on the tradeoffs across several key values and criteria. The evaluation process is a tool for understanding the tradeoffs and looking for a balance the community can support. What might be a disadvantage to one person or group may be an advantage to another. Through this process all interested parties have an opportunity to share their perspective and look for ways to find mutually beneficial solutions.

Step 3: Brainstorm potential solutions to the problem

The process of brainstorming potential solutions is generally the most fun part of a decision process and one stakeholders want to jump into from the beginning of the process. In many cases, CAT has identified a range of options before going to the public in a planning process. It is important to complete Steps 1 and 2 before getting into potential solutions to provide an opportunity for potential solutions to evolve out of a broader perspective based on the desired

outcomes and community values identified in Step 1. Brainstorming should be as creative as possible and not be incumbered by discussion of why things will or will not work. On plans or projects where CAT is looking for public input and involvement, the structure of this activity would be as inclusive and interactive as possible.

If CAT has made decisions or commitments, or there are parameters or limitations to what is to be considered, those should be shared. If there are examples from other plans, projects, or communities CAT would like to present to generate ideas or get feedback, those can also be shared to stimulate discussion. There are several techniques for engaging the community in the brainstorming phase. These include workshops, charrettes, online interactive activities, interactive displays in public areas, surveys, and others. As with other activities, the more interactive the better with opportunities for the community to share and hear a wide range of perspectives and interests. After the initial brainstorming, CAT develops alternative solutions for evaluation.

These can include any ideas CAT has and should include the ideas generated by the public brainstorming process. They should also be distinctive from each other to test alternatives against different criteria and values. Ideas should be tracked and mapped to alternatives so the public can easily see how their ideas were incorporated into alternatives. If some ideas are not viable or realistic and cannot be used, they should also be documented with the rationale for not moving them into an alternative.

Step 4: Evaluate the alternatives using the agreed upon criteria

In Step 4, alternatives are evaluated in the pre-established evaluation process. For more complex projects, this may need to be a multistep process, or ideas may need to be combined into packages of improvements that can be added to different alternatives. For most decisions, a range of three to five alternatives can be evaluated to provide a comparison between them. Criteria may be quantitative or qualitative, as designed in Step 2. The purpose of this step is to provide enough information about how each alternative addresses the values and criteria, and to share the evaluation results in a clear way. The easiest way to provide these results for comparison is in a matrix or table that allows the public and decision makers to see and compare how well each alternative meets the desired outcomes.

Step 5: Consider tradeoffs among alternatives

Step 5 shares the evaluation of the alternatives to open discussion and understanding of how different options impact desired outcomes. It helps the community see where ideas are mutually exclusive or contradictory and how they may positively or negatively affect interest groups or stakeholders. The goal of this step is not to rank or vote on an alternative, it is to use what it learned through discussions of tradeoffs to guide the selection of a preferred alternative, either one of the evaluated alternatives or one that evolves out of the community dialogue. If this step leads to the development of one or more new alternatives, Steps 4 and 5 are repeated to identify community preferences and determine a preferred alternative.

Step 6: Develop recommendations for the decision makers

The preferred alternative will be the basis for a recommendation to the decision makers. CAT's interests and limitations should be included in Steps 1 through 5 to ensure that they are considered throughout the process. Recommendations should document the process the CAT followed to develop the recommended alternatives, including the activities for involving the community, a summary of each step of the process, and any unresolved issues or challenges. If the process was followed and community criteria were addressed, the recommendation should meet the CAT's desired outcomes and limitations.

Modular and Flexible

Each of the steps is critical to a fair and transparent decision process; however, the time needed for each step and the number of meetings or activities devoted to each step should be adapted to the nature and complexity of the project or decision. For example, if the problem is well understood and agreed upon by all stakeholders, Step 1 can be a quick review and confirmation of the problem definition and desired outcomes, accomplished in the same meeting as developing the evaluation criteria and measures. For more complex and potentially controversial projects, several outreach activities and discussions may be needed to develop consensus on the problem definition and desired outcomes. Process design should consider the appropriate and reasonable number of meetings and activities needed to move the process forward in a way that keeps stakeholders engaged and does not feel like it is missing any of the key steps. Process design should include a timeline that shows the steps and activities, allowing the community to see how long the process will take and when key milestones of decision making are anticipated.

Every public action needs to consider the appropriate level of engagement and document all activities to engage the public, including any constraints and limitations on engagement. It may not be realistic to implement an inclusive engagement process for CAT's initiative due to budget, timing, legislative requirements, or staffing constraints. Each action by CAT should include engagement considerations and document constraints and activities.

In-person and Virtual Community Engagement

Community engagement should be structured to encourage the sharing of perspectives across interest groups and individuals. In-person events are easily structured to encourage dialogue and conversation. Where in-person meetings are not feasible or appropriate, efforts should be made to create virtual environments that are as interactive as possible to encourage the community to share and understand a broad range of perspectives. It is important to provide interpretation services as needed to reduce language barriers and support communication between stakeholders.

There are times when virtual meetings, or a combination of virtual and in-person meetings provide greater flexibility to working families with children, who have limited time, transportation, or child care. Virtual meetings were also essential to continue public engagement during the COVID-19 pandemic, providing a safe option for participation.

Whether in-person or virtual, forums should be structured to encourage interaction between community members and groups. Formal presentations by agency and subject experts should be minimized and opportunities to share ideas and perspectives should be maximized.

Identifying Key Stakeholders and Audiences

Effective community engagement is broad and deep. It allows all potentially interested or affected parties to be involved at the level appropriate to their interest. It should create a broad network to identify stakeholders and meet the full range of levels of interest. Some residents or businesses may want to be kept informed while others have a vested interest in the outcome and want to influence the decisions that are made. It is important to understand the range of audiences, stakeholders, and interested and affected parties to develop outreach activities that meet their needs.

Some of the critical considerations for identifying and engaging stakeholders include:

- What level of interest does the general community have in this policy, plan or project, and how does that vary across different groups?
- What groups or individuals are potentially affected by the development of this policy, plan, or project?
- How can we engage the most affected community members from the beginning?
- What is the CAT asking of participants in the public process (e.g. time, input, resources, expertise, etc.) and is it clear to the participants what they are being asked to provide?

Considerations for Engaging Underrepresented Stakeholders

Engaging traditionally marginalized communities in decision-making processes is critical to realizing the full and authentic potential of sustainability and prosperity in the local community. Public participation processes that are perfunctory and superficial do not include opportunities to share stories, access community assets and knowledge, or include all community members and organizations in shaping the agenda, the process, and the ultimate decisions. To be truly inclusive, CAT must treat all members of the community as an asset and understand that community-based organizations bring important capacities and relationships that CAT can leverage to produce more effective community outcomes. However, not all underrepresented members of the community are part of an organization. It is important to identify and engage all potentially interested or affected parties during outreach design and throughout the process. One way to do that is to continually ask, “who are we missing, who else should be involved,” in the early public meetings and as new issues arise.

CAT’s Transit Advisory Committee (TAC) serves to connect CAT to the diverse perspectives and lived experiences of its people. The committee advocates for equitable access and opportunity for every community member. It identifies barriers to participation and inclusion, and pursues programs, policies, partnerships and ideas that remove those barriers. CAT projects, plans or other actions should engage the TAC in identifying potentially affected, historically underrepresented parties and stakeholders as part of developing an inclusive engagement strategy and activities.

It is essential to build bridges to underrepresented groups by creating a safe space conducive to sharing experiences, ideas, and preferences. Overcoming cultural and language challenges that may limit engagement should be a priority in the design and implementation of public outreach and engagement. This can be done through identifying and working with community ambassadors or advocates to directly address obstacles to participation. Clearly defining the purpose of involvement and how community involvement will be used to shape decisions is important.

It may be necessary to engage intermediaries to facilitate the inclusion of traditionally underrepresented parties. Intermediaries can help bridge the gap between the groups who trust them and other stakeholders. They can also support coalition building and information sharing between experts and partners to reach underrepresented communities. If groups are not represented and intermediaries cannot be identified, CAT staff should acknowledge and document the perspectives which are not represented in the conversation and the process.

It is important to work directly with historically underrepresented groups to learn the best ways to reach them and identify what circumstances or accommodations would make them more comfortable in engaging. This may include finding points of influence in different groups and asking them for strategies for engagement. Implementing this approach will require CAT officials invest their time in the process and appreciate that meaningful community engagement requires commitment to the principles outlined in this framework.

The following groups, communities, and organizations should be considered in developing an engagement approach that includes historically underrepresented groups:

- Bridging Cultures Canby
- Canby Center
- Department of Human Services
- Transit Advisory Committee

Some barriers to engaging traditionally underrepresented stakeholders and potential actions for overcoming the barriers are provided in *Table 2* below.

Table 2: Barriers and Actions

Barrier	Potential Action
Participant Resources	
Time needed to participate	Offer a variety of times and amount of time required. Streamline the process. Offer incentives to participate
Ability to travel to meetings	Locate activities close to underrepresented communities, near bus service, and provide or subsidize transportation to meetings. Provide a hybrid model for online and in person engagement.
Childcare	Provide onsite childcare and activities to engage youth in the project.
Limited knowledge of, or access to technology	
Internet access	Provide computer and internet access at public facilities.

Comfort with online platforms	Simplify access and provide support. Provide training on different platforms through the school Family Empowerment Center or County fund for technology training and access for seniors.
Lack of trust in government	
Past experiences with government	Document the range of past negative experiences and actively address concerns.
Fairness of the process	Clearly define the process and maintain transparency.
Fairness of the process	Hold meetings in safe environments (schools, churches, neighborhood meeting places).
Language	Provide translation services and community liaisons. Use a variety of media – spoken, written, graphical – to overcome language barriers. Include information on how to request translation services in a variety of languages. Identify languages in targeted areas to include languages besides English and Spanish.
Cultural	Make accommodations for cultural and religious holidays and norms. Include members of diverse groups as information resources at events (familiar faces). Consider differences in government processes from countries of origin for immigrants
Barrier	Potential Action
Cultural (Continued)	and provide support for understanding differences (e.g., citizens academy).
Physical	Provide accommodations for varying physical abilities and limitations. Check facilities in person for accessibility prior to scheduling meetings or events there.
Lack of project awareness	Provide information across a wide range of media, formal and informal, including traditional media, printed mailings and social media. Post notices in parks, libraries, schools, CAT buses, apartment complexes, senior housing. Use radio and word of mouth in targeted communities.
Power differentials and dynamics	Assess, document, and address full range of potential power dynamics related to the initiative. Reach out and personally invite underrepresented individuals and groups. Meeting facilitators should be aware of power differentials and ensure participants are given an opportunity and made comfortable to speak up.

Questions to Consider

In developing an outreach strategy and identifying tools, consider the following questions:

- How does the overall demographic makeup of those who are engaged in the public process compared to the overall makeup of CAT?
- Who is underrepresented and how does the proposed policy, plan, or project

potentially affect them?

- Are there historic and current power imbalances that should be considered in the design of the public engagement process to be inclusive?
- Who are the key organizational partners and intermediaries? Are specific community leaders, business associations, or activists engaged? Are these partners aware of and actively addressing historic inequities?
- What background information will historically underrepresented groups need to participate effectively? How will that information be prepared and delivered?
- Are there power dynamics based on historic, financial, political, or other advantages that may impact an individual's or group's ability to influence decision making?

Actions to Overcome Barriers

The following are general principles to guide CAT's actions to overcome barriers to inclusive public engagement:

- Create welcoming, safe environments by asking the underrepresented communities how this can be achieved
- Design a process that is friendly to working families
- Go to the community (work places, public gatherings, social events and schools)
- Be transparent and open throughout the process by engaging the community in how CAT can build trust in the engagement processes
- Explain how public engagement is used in decision making
- Be accessible and responsive
- Use a variety of low-tech/high touch and high-tech opportunities to participate
- Provide information through a wide range of media
- Build community connections for ongoing engagement
- Provide language translation services for all potentially affected parties

Strategies for Outreach and Engagement

This section discusses a range of strategies for public outreach and engagement. In addition to the tools described below, CAT should consider the capacity of staff and the community to engage in an effective outreach effort. Outreach and engagement activities should be included in the scope of work for all CAT's initiatives to ensure that it is a formal part of the process and adequate resources are available for effective engagement.

From CAT's perspective, the following questions should be considered in designing and implementing a public outreach process:

- Does CAT have the resources to design and facilitate an effective public process?
- Does the staff have the appropriate training and skillset to engage a diverse set of community members in the decision-making process?
- Does the staff need trainings on racial disparities, equitable practices, and other topics to help understand and respond to what they are hearing from community groups?
- Does the staff represent and/or have a history of working with the community groups that need to be included in the process?

An honest assessment of these questions at the outset can prepare CAT for challenges and allow additional resources and capabilities to be brought into the process from the beginning.

Similarly, CAT should consider the community's capacity to engage effectively in a process. If the issues are complex or historically underrepresented groups with little experience engaging in public processes are involved, there may be a need to support them. CAT should consider:

What kinds of training or materials will community members need to engage in the decision-making process comfortably and meaningfully?

How will the materials and information be delivered in a way that ensures accessibility for a diverse range of community groups?

Are translation services or other communication support needed to engage a broader community?

Menu of Outreach Activities

The following is a list of public outreach activities that can be used to inform, solicit input, or engage the public. The list is not exhaustive and is provided as examples of ways to engage or share information with the public. There is a general description of each and discussion of how and when they are applicable. A summary table of the application of each tool is shown in *Table 3*. In selecting tools for public outreach, it is important to consider the average age or digital literacy of targeted groups and potential barriers of each tool to engaging historically underrepresented groups.

Public Meetings

Public meetings can be used to provide information, solicit input, and engage the public depending on how they are structured. They can vary in the size and formality of the meeting. Meetings that are intended to engage the public in a dialogue and sharing of ideas and perspectives should minimize presentations by CAT (talking at the public) and maximize opportunities for interaction (dialogue, brainstorming, breakout groups – listening to the public). Specific types of public meetings are discussed below. Each brings a different focus or structure to enhance interaction with the community.

Workshops

Workshops are a particular type of public meeting used to encourage collaboration between CAT and the community. They are generally focused on terms of their scope and structured to allow cooperative problem solving. Workshops can be designed using a wide variety of interactive formats:

- breakout group
- stations focused on specific issues or aspects of a plan or project
- tabletop exercises
- brainstorming sessions

- presentations and videos
- community-driven dialogues
- and others

The main purpose of workshops is for CAT and the community to work together and to share ideas and perspectives.

Focus/Community Interest Groups

Focus groups or interest groups are smaller public meetings focused on a specific issue, interest, or stakeholder group. These groups can be formed to engage a specific or diverse set of interests throughout a planning process or can be formed ad hoc as issues arise that need input and involvement by targeted groups. Focus groups can also be used to engage traditionally underrepresented stakeholders to ensure that their interests are included in the process.

Charettes

Charettes bring together CAT officials, planners, designers, and public stakeholders in a collaborative working meeting to address planning and design issues. Charettes may be time intensive, bringing stakeholders together to solve problems over one or more days. These can be held as key steps in the process to support the problem definition or the development and revision of potential solutions.

Visioning Workshop

Visioning or future search workshops are useful in identifying community values and preferences. They should include a broad range of interests and disciplines in support of strategic planning or policy development. These workshops allow participants to share what is important to them, what they want to change, and what they want to build on in the future.

Open Houses

Open houses are one of the least structured public meeting options. They allow the public to drop-in and interact at their level of interest. Open houses should provide information about a policy, plan, or project; include opportunities for the public to ask questions and give input on what is presented; and allow participants to interact with CAT officials involved in the process. Open houses should provide a variety of ways for gaining and documenting input through comment forms or recorders to capture comments. Information is provided through displays and handouts, with opportunities to discuss issues directly with CAT officials involved in the policy, plan, or project development.

Social/Community Events

Information about CAT initiatives can be brought to social and community events to provide information about policies, plans, or projects CAT is working on. Information displays at community events increase the visibility of the initiative and allow interested citizens to learn

about the effort, talk to CAT staff, provide input, and follow-up by accessing online information or getting involved in community engagement activities. Targeting a variety and diversity of events, CAT staff can inform and potentially engage interested parties that are not traditionally engaged in policy and planning activities.

Websites

Websites specific to CAT initiatives can provide 24/7 access to information. This includes surveys, route information, upcoming community events, and information about services.

Surveys

Surveys are a tool for sharing information with, and gaining input from, the public. They can be conducted in-person, by phone, online, and by mail. Surveys can be included in other activities such as community events, open houses, project websites, or newsletters. Surveys are most helpful when there is a need to gain input on what is important to the community. Surveys should be short, focused, and easy to complete. They should be designed to collect input rather than as a voting tool and should include opportunities for comments or open-ended questions. Use paper surveys as well as electronic surveys to reach those who are not comfortable with or do not have access to technology.

Mailings

Mailings can be targeted or in general to provide information on a project or invite participation in public engagement activities. Targeting mailings about a policy, plan, or project can be used to reach groups that may have a specific potential interest, those who may need additional encouragement to participate, or those who do not have internet access or have language limitations. Developing targeted mailings in Spanish or other languages and mailing lists of those who are unlikely to receive emails or visit websites is important to reaching those who are traditionally underrepresented. The information used in mailings can also be used as flyers and posted in libraries, schools, parks, CAT buses, and senior housing.

Emails

CAT staff has a public email address that can be used to respond to requests. Requests include providing updates on CAT activities, policies, plans, and projects. Email can be used to notify the public of outreach activities and linked to project websites.

Newsletters

Newsletters can be electronic and delivered through email and websites, or printed and mailed or distributed at public meetings, community events, or public venues such as libraries and recreation centers.

Social Media

Social media provides a format for quick updates and information about events and key milestones in a public process. It can be used to augment other information sources and direct readers to more comprehensive sources such as project websites. Social media is a good way to reach younger community members.

News Articles

Articles in the Herald Pioneer newspaper and in Canby Community Magazine can help disseminate information about policies, plans, and projects that are newsworthy. Media releases should be coordinated through the CAT's Director.

YouTube

YouTube provides an opportunity to share information through live and recorded videos of committee meetings. This information is easily accessed on the City of Canby's YouTube channel 24/7 and can be more engaging than a static website. Links to process-specific videos should be included on the project website and in other information pieces.

Table 3: Application of Outreach Tools Activity

Activity	Information	Input	Engagement
Public Meetings	✓	✓	✓
Workshops	✓	✓	✓
Focus/Community Interest Groups	✓	✓	✓
Charettes	✓	✓	✓
Visioning Workshop	✓	✓	✓
Open Houses	✓	✓	✓
Social/Community Events	✓	✓	
Websites	✓	✓	
Surveys	✓	✓	
Mailings	✓		
Emails	✓		
Newsletters	✓		
Social Media	✓		
News Articles	✓		
YouTube	✓		

Public hearings are not included in this list. Although a formal public hearing may be a required final step to adopt or approve a policy or plan, public hearings should not be considered a tool for public engagement. By working collaboratively throughout the process, CAT should be able to address public concerns in developing a final policy or plan. This should lead to final recommendations that are accepted or supported by the community. There should be no surprises by the time a policy or plan gets to final approval or adoption. Time should be provided during the hearing for public comment for interested parties to express their

concerns or support; however, if issues are raised that were not addressed during the public process, the process itself was not as robust as it needed to be.

Measure Success

After each public outreach or engagement process, it is important to assess effectiveness and document what worked, what could have worked better, what did not work, and why. This information can be used to improve the outreach framework and future outreach efforts.

Some of the questions to consider in determining how successful the public outreach process was include:

- Did CAT officials learn new information about the needs or priorities of the community, particularly from segments of the community that have historically been excluded from, or marginalized in, government decision making?
- Did community participants learn about the constraints CAT staff face, such as limited resource or legal barriers, the unintended consequences of certain policies, or conflicting community needs?
- Were the organizations, participants, and CAT officials involved able to explore new and creative solutions through dialogue, listening, and learning from each other?
- Are there concrete ways that the community involvement influenced the final strategy?
- Did CAT explain why some community recommendations or requests were not included?
- Did participants, especially those from low-income communities of color and other vulnerable or disinvested communities, build political power and gain more access to government decision makers that they can leverage for influencing future processes or decisions?
- Was the recommended policy, plan, or project adopted and implemented?

Appendix D: Limited-English Proficiency (LEP) Plan

CANBY AREA TRANSIT LIMITED ENGLISH PROFICIENCY (LEP) PLAN January 2nd, 2025

CANBY AREA TRANSIT
LIMITED ENGLISH PROFICIENCY (LEP) PLAN
Original Plan: January 2nd, 2025

CAT is required to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of our programs and activities of individuals who have Limited English Proficiency (LEP). CAT consulted the USDOT’s LEP Guidance and performed a four-factor analysis of contact with the public to determine the appropriate mix of LEP services to offer.

Four Factor Analysis:

1. The number or proportion of LEP persons in the service area.

Data was gathered from the following sources to identify information on persons who speak languages other than English at home, who speak English less than very well and are therefore classified as limited English proficient or “LEP”:

- a. Census Bureau’s 2023 American Community Survey 5-Year Estimates (Table 1).
- b. Department of Labor LEP Special Tabulation website.

According to the 2023 American Community Survey (ACS) Estimates, the highest percentage of total population 5 years of age and over that spoke a language other than English at home in Canby, Oregon, is Spanish speakers.

The data shows that out of the total population aged 5 years and over, 14.7% spoke a language other than English at home, with 12.6% speaking Spanish.

The number of Spanish speakers has decreased from 36% in the 2010 Census to 10% in the 2020 ACS estimates.

Additionally, the number of people in the Limited English Proficiency (LEP) population who speak English “less than very well” is estimated to have gone up from 57.9% to 58.3% of that group. The Linguistically Isolated Households (households in which no one 17 and over speaks English “very well” or speaks English only) in Canby are Asian-Pacific Island and Spanish languages, which make up approximately 11% and 43% of Linguistically Isolated Households, respectively.

2. The frequency with which LEP individuals who come into contact with CAT service.

CAT serves LEP persons daily via our buses, demand response services, and community events. Therefore, communication with any change is very important. CAT has a translation system in place for customer service phone lines.

3. The nature and importance of service provided by CAT.

CAT provides important transit services to Canby through its fixed route and paratransit. CAT serves the transit needs of the City of Canby and provides critical regional links to two other providers: South Clackamas Transportation District (Molalla) and SMART (Wilsonville)

through the CAT’s transit hub the Canby Transit Center.

CAT links to other transit agencies through the hubs at the Oregon City Transit Center: (TriMet (Portland Metro) and Clackamas County Connects. In Woodburn at the Bi-Mart stop CAT connects with: Woodburn Transit and Cherriots (Salem).

4. The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons.

CAT has been providing information in Spanish such as surveys, bus routes, schedules and fares, public service announcements and general information on the buses and website. In addition, CAT has provided interpreters at public meetings and has a translator system in place for the customer service phone when requested. The CAT website includes a Google Translator tool, which translates all pages on the website into more than 80 languages.

Table 1. Canby Language Proficiency Data

Summary of ACS Estimates	Estimate	Percent	Margin of Error (+/-)
Population Age 5+ Years by Ability to Speak English			
Total	17,164	100%	±206
- Speak only English	14,635	85.3%	±557
- Non-English at Home	2,529	14.7%	±532
- Speak English “very well”	1,536	60.7%	±377
- Speak English “less than very well”	993	5.8%	±319
Linguistically Isolated Households			
Total	105	100%	±97
- Speak Spanish	105	100%	±97
- Speak Other Indo-European Languages	0	0%	±21
- Speak Other Asian-Pacific Island Languages	0	0%	±21
- Speak Other Languages	0	0%	±21
Population by Language Spoken at Home			
Total	6,831	100%	±284
- English	5,814	85.1%	±381
- Spanish	814	11.9%	±216
- French, Haitian, or Cajun	8	.11%	±15
- German or other West Germanic	15	.22%	±22
- Russian, Polish, or other Slavic	10	.14%	±15
- Other Indo-European	35	.51%	±30
- Korean	0	0.0%	±21
- Chinese (incl. Mandarin and Cantonese)	10	.14%	±16
- Vietnamese	56	.82%	±40
- Tagalong (Incl. Filipino)	26	.38%	±30
- Other Asian and Pacific Island	29	.42%	±29

- Arabic	0	0.0%	±21
- Other and unspecified	14	.20%	±24
Total Non-English	1,017	14.9%	(X)

Implementation Plan:

Based on the four-factor analysis, CAT recognizes the need to continue providing language services in the area. A review of CAT’s relevant programs, activities and services that are being offered or will be offered by the CAT as of January 2025 include:

- Spanish speaking representatives are available upon request.
- Route and Schedule brochures are available in English and Spanish.
- Route and schedule information are available into Spanish on the website.
 - CAT can provide route and schedule information in over 30 other languages upon request.
- CAT brochures are available in Spanish with information.
- Annual transit surveys conducted by CAT are available in Spanish.

CAT’s continues outreach and have yielded a list of community organizations that provide service to populations with limited English proficiency. The following list of community organizations and schools in the area have been contacted to assist in gathering information and see what services are most frequently sought by the LEP population:

- | | |
|---------------------------------------|----------------------------|
| Canby High School | Bridging Cultures of Canby |
| Baker Prairie Middle School | The Canby Center |
| Ackerman School (Transitions Program) | Canby City Hall |
| Canby Public Library | |

All CAT buses are stocked with comment cards in both Spanish and English. Passengers may submit a comment, question, or complaint and request that someone contact them in Spanish or English so they may have full and effective access to CAT services and programs. A copy of the comment card can be found as *Appendix F*.

CAT will continue to contact the community organizations that serve LEP persons, as well LEP persons themselves, and perform four-factor analysis every three years to identify what, if any, additional information or activities might better improve CAT services to assure nondiscriminatory service to LEP persons. CAT will then evaluate the projected financial and personnel needed to provide the requested services and assess which of these can be provided cost-effectively.

Appendix E: Title VI Standards and Policies

TITLE VI STANDARDS AND POLICIES

Pursuant to requirements set forth in the Federal Transit Administration's (FTA) Circular 4702.1B, CAT must establish and monitor its performance under quantitative Service Standards and qualitative Service Policies. The service standards contained herein are used to develop and maintain efficient and effective fixed-route transit service.

FTA Title VI Standards and Policies

The FTA requires all fixed-route transit providers of public transportation to develop quantitative standards and qualitative policies for the indicators below:

- Vehicle Load Standard;
- Vehicle Headway Standard;
- On-time Performance Standard;
- Service Availability Standard;
- Vehicle Assignment Policy; and
- Transit Amenities Policy.

(VEHICLE) PASSENGER LOAD FACTOR

Standards for passenger capacity are used to determine if a bus is overcrowded. The chart below shows the Maximum Safe Capacity of each type of bus in revenue service, both seated and standing. The Maximum Load Factor is the ratio between seated and standing capacity.

Standard: CAT's standard for all routes for Maximum Load Factor is 1.5.

Measure: Vehicle load issues will be measured through customer complaints, driver feedback and supervisor on-board reviews.

VEHICLE HEADWAY

Vehicle headway is the measurement of the frequency of service and is the scheduled time between two trips traveling in the same direction on the same route at a given location.

Standard: Target headways for route frequency are set in each Transit Master Plan update.

Measure: Any changes to a route schedule (such as increases or decreases to headways) that affect 25% or more of the daily vehicle trips on the route will go through a Title VI service equity analysis. This will ensure that the benefits and burdens of the change are distributed equitably among the minority/disadvantaged populations and non-minority/non-disadvantaged populations that CAT serves.

ON-TIME PERFORMANCE

On-time performance is a measure of trips completed as scheduled.

Standard: CAT has set a standard that at least 90% of all trips will be on time at major timepoints. A bus is considered “on time” at a timepoint if it departs within 0-5 minutes of the schedule, “late” if it departs more than 5 minutes after the scheduled departure time, and “early” if it departs before the scheduled departure time for that timepoint.

Measure: Schedule adherence will be measured through computer software that is connected to an AVL on each vehicle. The software provides on-time performance data regularly throughout each day. Ride checks, field checks, and trip checks will be performed periodically to ensure the computer program maintains accuracy.

Note that CAT does not control the speed or reliability of the roads, and therefore has only partial control over whether this standard can be met. In the face of poor road reliability, CAT can write slower bus schedules to reflect slower or less reliable bus routes, and this will improve on-time performance.

SERVICE AVAILABILITY

Service availability (a.k.a. service access) is a general measure of the distribution of routes within the CAT service area.

Standard: CAT’s goal is to provide fixed route transit within $\frac{3}{4}$ mile of the City of Canby Urban Growth Boundary.

Measure: Transit access is determined by mapping all active bus stops within the system and then calculating the residential population (based on the most recent available Census data) within 1/2 mile on the walking network of those stops. Additional insights can be gained by analyzing the percent of residents near services of different qualities, and the percent of minority or low-income residents near services.

Note that CAT does not control where new residences are built, nor whether they are built on well-connected through-streets that support transit operations or walking. CAT therefore has only partial control over whether this standard is met.

VEHICLE ASSIGNMENT POLICY

Vehicle assignment refers to the process by which transit vehicles are placed into service on routes throughout CAT system.

Standard: Vehicles are rotated throughout the CAT system, with newer vehicles serving all areas of the system. Specific vehicles are assigned to routes only when required by operating conditions (e.g., in cases where a smaller bus is required to provide service on narrower streets;

or a larger bus is required for additional seating capacity.

Measure: Daily assignments of vehicles are reviewed to ensure that the most equitable distribution is made.

DISTRIBUTION OF TRANSIT AMENITIES

Distribution of Transit Amenities is a general measure of the distribution of transit amenities (items of comfort, convenience and safety) available to the general riding public. Although some amenities are provided by developers in new growth areas, CAT will use boarding and alighting as the primary criteria for determining amenity level and placement when public funds are used.

Standard:

- Bus stop signs: CAT ensures that bus stops are easily identifiable, safe, and accessible places to wait for the bus.
- Seating: Seats are considered to be added to bus stops where the number of daily riders is 6 per day or more, or where riders with special needs wait for the bus, and where there is available space for the seat.
- Shelters: The minimum threshold for CAT to consider shelter placement is an average of 10 or more boardings per weekday. The standard for provision of a shelter is 16 boardings per day or more, at which level CAT will evaluate placing a shelter and will endeavor to do so within the limits imposed by the available space. A seat bench is included with all shelters.

Measure: Annually, CAT reviews ridership levels per route and per bus stop to make decisions on how limited resources should be spent.

Appendix F: Comment/Complaint Cards



Canby Area Transit
 email: cat@canbyoregon.gov
 503-266-4022 (option 0)



Please share your opinions about CAT.
 Por favor comparte tus opiniones sobre CAT.

Completed forms can be submitted by dropping them in the fare box. If you prefer, you may also mail or email them to us. If you have any questions or concerns please call us.

Los formularios completados pueden enviarse colocándolos en el buzón de tarifas. Si lo prefiere, también puede enviarnos por correo común o por correo electrónico. Cualquier pregunta o preocupación que tenga, por favor llámenos.

		Yes	No	Don't know
Are your:	Trips timely?			
	Drivers courteous?			
Was your ride:	Comfortable?			
	Scheduled properly?			
Were you dropped off:	On time?			
	At a safe spot?			
		Sí	No	No sé
Son sus:	¿viajes puntuales?			
	¿choferes amables?			
Estuvo su viaje:	¿cómodo?			
	¿programado apropiadamente?			
Usted fue dejado:	¿a tiempo?			
	¿en un lugar seguro?			

Comments/Comentarios:

(Optional) Name _____
 Phone # (Or address) _____
 Opcional) Nombre _____
 # de teléfono (dirección) _____

Comments/Comentarios:

CANBY AREA TRANSIT
 195 S. Hazel Dell Way
 CANBY OR 97013



Customer
 Comments
 Comentarios de
 Clientes

CONTACT:
 email: cat@canbyoregon.gov
 503-266-4022 (option 0)
 (Opción 0)
 Correo electrónico:
cat@canbyoregon.gov





CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Resolution No. 1430**, a Resolution Adopting Canby Area Transit's 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities
Goal: Plan a Transportation System That Eases the Impacts of Growth
Objective:

Summary

Consider adopting the updated 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities for Canby Area Transit (CAT).

Background

Canby Area Transit (CAT) is required to have an Asset Maintenance Plan for Public Transit Fleet and Facilities to ensure Federal Transportation and Department of Transportation compliance. CAT has updated the Asset Maintenance plan several times over the 22 years it has been serving the Canby community. The last Asset Maintenance plan update was in 2019 with Resolution No. 1304. The 2025 Asset Maintenance Plan update has included updated fleet inventory, inspection forms and maintenance documentation that are required per manufacture specification, Department of Transportation and Federal Transportation Administration.

Attachments

- Resolution No. 1430
- 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities

Fiscal Impact

No Fiscal Impact

Recommendation

Staff recommends the adoption of the resolution adopting the Canby Area Transit's 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities.

Proposed Motion

"I move to adopt Resolution No. 1430, A Resolution Adopting Canby Area Transit's 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities and Repealing Resolution No. 1304."

RESOLUTION NO. 1430

A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2025 ASSET MAINTENANCE PLAN FOR PUBLIC TRANSIT FLEET AND FACILITIES AND REPEALING RESOLUTION NO. 1304

WHEREAS, Canby Area Transit (CAT) is required by federal regulation and by Oregon Department of Transportation's (ODOT) Rail and Public Transit Division to draft and maintain an Asset Maintenance Plan for Public Transit Fleet and Facilities; and

WHEREAS, the City previously adopted the document *Canby Area Transit – 2019 Asset Maintenance Plan For Public Transit Fleet and Facilities* (dated February 20, 2019) by Resolution No. 1304.

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

1. The document entitled 2025 Asset Maintenance Plan for Public Transit Fleet and Facilities attached hereto as Exhibit "A" and by this reference incorporated herein, is adopted by the Canby City Council and replaces all previous version in its entirety.
2. Resolution No. 1304 is hereby repealed.

This resolution shall take effect on April. 16, 2025.

ADOPTED by the Canby City Council on the 16th day of April, 2025.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



**CANBY
AREA
TRANSIT**

2025 Asset Maintenance Plan

For Public Transit Fleet and Facilities

Todd M. Wood
Transit Director
195 S. Hazel Dell Way
Canby, OR 97013

Phone: (503) 266-0751
Email: woodt@canbyoregon.gov
www.canbyareatransit.org



Introduction	2
Mission	2
Transit Asset Management	2
Vehicle Maintenance	3
Goals and Objectives (Fleet)	3
Standard Operating Procedures	4
Process and Forms	5
Facility Maintenance	6
Goals and Objectives (Facilities)	6
Canby Area Transit Facilities:	6
Standard Procedures	7
Process and Forms	7
Appendices List	8
Appendix A: Vehicle Inventory	9
Appendix B: Daily Vehicle Inspection Reports (DVIR).....	10
Appendix C: Vehicle Preventive Maintenance Inspection Checklists	13
Appendix D: Annual Vehicle Inspection Report and Forms	25
Appendix E: Lift or Ramp System Safety Inspection Form.....	38
Appendix F: Security Camera Preventive Maintenance Checklist	39
Appendix G: Task Outlines (Checklists)	40
Appendix H: Facility Maintenance Log Forms	42

Introduction

This document presents vehicle and facility maintenance policies and procedures for the assets procured, operated, and maintained by Canby Area Transit (CAT) a department of the City of Canby.

CAT is supported by other City departments. For vehicle and facility maintenance the Transit Department relies on the City of Canby's Facilities, Fleet and Parks Departments to maintain all City owned properties, buildings, and equipment, including federally funded assets used for the transit services provided by Canby Area Transit. The City strives to operate safe, clean, and well-maintained facilities and equipment, using the most efficient and cost-effective maintenance practices, products, and personnel resources.

The attractiveness and functionality of CAT's vehicles and facilities are a source of City pride. Maintaining the condition of these assets in a way that increases safety and extends the useful life of the assets is the desired outcome of this policy and the goals and objectives described in the document. To keep pace with current industry standards, this plan must be flexible and capable of change and adaptation. This document will be reviewed regularly. As conditions change, the document will require revisions or modifications.

Mission

City of Canby's stated mission is *to maintain and improve the quality of life and environment for all within the Canby Community*. As a department of the City of Canby, Canby Area Transit has established the following mission statement: *To serve the citizens of Canby with accessible, dependable, and efficient Public Transportation*.

Both facility and vehicle maintenance play critical roles in the provision of safe, comfortable, and reliable transportation to our passengers, and effective and efficient service to the community.

Transit Asset Management

In 2016, the Federal Transit Administration (FTA) published a rule, 49 CFR Part 625, to require public transit providers that receive Federal transit assistance to undertake certain transit asset management activities. Transit asset management is the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation.

MAP-21 required the establishment of a National Transit Asset Management (TAM) System that would include a definition of "state of good repair;" requirements that recipients and subrecipients of federal transit funding develop transit asset management plans. The FTA established new guidelines for State Departments of Transportation. Specifically, §625.27 requires that States, acting as sponsors, develop a group TAM plan for all subrecipients under the Rural Area Formula Program (Section 5311). The sponsor is responsible for setting unified targets for the plan participants and sharing that information with MPOs that house their participating

providers. In 2018, ODOT developed its Oregon Statewide Tier II Transit Asset Management Plan in accordance with the guidelines established by the FTA.

The City of Canby along with 52 other Oregon public transit providers has requested to participate in the State of Oregon's Tier II Transit Asset Management Group Plan. So, in addition to the asset inventory records maintained by the City, Canby Area Transit is a part of the statewide Tier II Transit Asset Management Plan.

Vehicle Maintenance

The City strives to protect federal and local investments through quality maintenance of CAT equipment and rolling stock. Creating a culture of safety, performing timely repairs, consistent preventive maintenance, utilization of warranties, regular cleaning and frequent inspections will save resources and maintain assets that will serve City of Canby residents for many years.

Canby Area Transit relies on the City's Fleet Department for the maintenance and repair of buses. The Fleet Department utilizes both City staff and contracted service providers, as appropriate, to maintain the CAT fleet.

Goals and Objectives (Fleet)

The goals and objectives of the vehicle maintenance program are:

1. *Maintain vehicles to promote the safety and comfort of passengers, operators, and protect the public.*
 - Conduct regular pre-trip inspections to identify vehicle and equipment problems and ensure vehicles are in good operating condition.
 - Conduct basic Preventive Maintenance service routines in a timely manner to identify vehicle problems and keep vehicle systems in good repair.
 - Conduct vehicle repairs in a timely manner and in accordance with industry's best practices.
 - Maintain a clean appearance for vehicles through regular interior and exterior cleaning.
2. *Manage Preventive Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.*
 - Regularly inspect vehicles to identify and correct problems to prevent service interruptions.
 - Schedule repairs promptly to minimize service interruptions.
 - Utilize subcontractors as needed to perform specialized services and to supplement City maintenance staff efforts.
 - Schedule preventive maintenance activities to maximize fleet availability during service peaks.
 - Analyze repair, road call and tow data to identify trouble-prone components or systems for pro-active attention.

3. *Maintain vehicles and equipment to promote cost-efficiency of operations.*

- Maintain and repair vehicles to ensure their operation at peak efficiency, including fuel efficiency, emissions systems, etc.
- Analyze fleet fuel usage and repair data; identify vehicles which may need remedial work or may need to be made inactive.
- Maintain vehicles and related equipment to fulfill manufacturer's warranty requirements and pursue warranty repairs where applicable; research and follow up on any applicable recalls or service bulletins.
- Maintain vehicles to maximize the useful vehicle life, including the life of key components such as tires, brakes, batteries, etc.
- Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.

Standard Operating Procedures

Effective operation of the Canby Area Transit (CAT) fleet requires cooperation between the subcontracted service provider's staff and the City's Transit and Fleet Department staff. These guidelines apply to City and subcontractor staff who operate CAT vehicles:

1. At the start of each driving shift, the driver performs a pre-trip inspection to ensure safety and accessibility items are operational and that any defects are recorded on the Daily Vehicle Inspection Report (DVIR). Additionally, safety issues are reported directly to the dispatcher and when necessary, vehicles are removed from service until inspected and cleared for service by a mechanic.
2. Each driver records beginning and ending miles for the route(s).
3. Each day, dispatch staff record vehicle miles driving for that day in the TripMaster database. At the end of the month an ending odometer reading is recorded for each vehicle.
4. Vehicle condition and mileage is entered daily into the fleet database by city staff (Fleet Maintenance Pro). The program flags the following vehicles for preventive maintenance (PM) within the specified miles:
 - Admin vehicle: 300 miles
 - Minivan: 300 miles
 - Transit Van: 500 miles
 - Cutaway Bus: 400 miles
 - Coach Bus: Two (2) at 800 miles and One (1) at 1,000 miles

This allows staff to easily identify vehicles due for PM and assure that the service is performed on or before the service due mileage. Work is scheduled in-house or outsourced as needed to meet the maintenance deadlines.

5. Specific components of each vehicle are scheduled for inspection, lubrication, cleaning, or replacement at regular intervals. The intervals are determined by published information from the vehicle or component manufacturers. In addition, such inspections may include other items or incorporate shorter intervals as recommended by maintenance staff or management.

6. At each service, maintenance staff record service date, odometer reading, service items, parts used, parts cost, and labor hours in Fleet Maintenance Pro as work is performed.
7. At regular intervals Fleet Department staff audit the data collection process and verify the completeness and timeliness of the database records. Management also works with maintenance staff to revise maintenance policy and checklists as needed, to upgrade database capabilities.
8. Monthly, preventive maintenance detail is reviewed for timely performance of PM services for the prior month. Quarterly, management review and consult with maintenance staff to ensure adequate resources are available for the workload.

Process and Forms

As described in the Standard Operating Procedures section of this document, City and contractor staff utilize database software, reports, and forms to manage the operation and maintenance of the CAT fleet. CAT operates four (4) basic vehicle body types in revenue service. These vehicle types are: .

- 35' Coach
- 23'-28' cutaway style (standard and low-floor)
- Transit Van
- Minivan.

Further, CAT operates both diesel and gas buses from multiple model years and manufacturers.

Copies of the following documents are included as appendices:

1. Appendix A: Vehicle Inventory

This attachment lists the CAT vehicles in the fleet as of the date of this document.

2. Appendix B: Daily Vehicle Inspection Reports (DVIR)

The DVIRs are used by drivers each day and reviewed daily by dispatch, City Transit and Fleet Department staff.

3. Appendix C: Vehicle Preventive Maintenance Inspection Checklists

These checklists show the components inspected by the mechanics during each preventive maintenance inspection.

4. Appendix D: Annual Vehicle Inspection Report and Forms

As required by ODOT and the FTA, in addition to recording annual inspections in the database a paper copy of the Annual Vehicle Inspection Report is filed for each CAT vehicle annually. The associated forms detail by vehicle body style the items and components inspected annually.

5. Appendix E: Lift or Ramp System Safety Inspection Form

All CAT vehicles have either a ramp or a lift for wheelchair access to the vehicle. This equipment is inspected and maintained according to manufacturer's recommendations.

6. Appendix F: Security Camera Preventive Maintenance Checklist

All CAT vehicles except the minivan have AngelTrax security camera systems. This equipment is also inspected and maintained according to manufacturer's recommendations.

Facility Maintenance

Guarding the public investment in Canby facilities requires the same effort described in the Vehicle Maintenance section of this document. The City maintains CAT facilities and equipment by creating a culture of safety, performing timely repairs, consistent preventive maintenance, utilization of warranties, regular cleaning and frequent inspections which save resources and maintain assets that will serve City of Canby residents for many years.

Goals and Objectives (Facilities)

The following describes the policy elements employed to ensure that facilities receive a level of care and maintenance which allows them to remain in a state of good repair throughout their service life.

1. *At the highest level the goals and objectives for the maintenance of the City's transit facilities are to:*
 - Ensure that City facilities perform effectively and efficiently.
 - Ensure that associated risks are adequately addressed and effectively managed.
 - Establish priority levels based on possible impacts to the delivery of services.
 - Identify and implement best management practices.
 - Establish practices that meet or exceed all statutory and industry requirements.
 - Clarify the appropriate separation of duties between City departments and subcontractors to assure all maintenance tasks are accomplished.
 - Maintain a clean appearance of facilities through regular cleaning.
2. *Maintain facilities and equipment to promote cost-efficiency of operations.*
 - Maintain and repair facilities to ensure their operation at peak efficiency.
 - Analyze energy or water usage and repair data; identify solutions as appropriate.
 - Take full advantage of manufacturer's warranties, track warranty status on all facilities and sub components.
 - Establish maintenance practices that maximize the useful life of the facility.
 - Manage the maintenance program to be cost effective in terms of staff time, service vendors and parts and supplies costs.

Canby Area Transit Facilities:

The City of Canby owns one facility on behalf of Canby Area Transit that was funded in part with Federal Transit Administration funds. The Canby Transit Center is located at 100 NE 1st Avenue, Canby, OR 97013.

Canby Transit Center includes:

- Shelter Paved Area: concrete/pervious-paver waiting area with two (2) bus shelters, four (4) benches, two (2) trash cans, two (2) bike racks, one (1) information triosk, two (2) bus stop signs, lighting, landscaping and security cameras.
- One (1) prefabricated cinderblock building with one (1) driver breakroom/locker room, one (1) restroom for drivers, one (1) public restroom, and a utility room.

- Gazebo Paved Area: concrete waiting area with one (1) cinderblock gazebo with a 4 faced clock, round brick bench inside the gazebo, seven (7) round planters, three (3) trash cans and one (1) bike rack.
- An asphalt driveway with sidewalk and accessible area for buses to board/deboard riders.

Standard Procedures

The Facilities and Parks Departments of the City cooperatively oversee the maintenance of the Canby Transit Center. The Facilities Department staff manage a contract for janitorial service of the driver breakroom/locker room and driver restroom. They are also responsible for general upkeep of the building and maintenance of fixtures and equipment both inside and outside the building. Parks Department staff clean the public restroom. They also clean the bus shelters and oversee the trash removal, sweeping, graffiti removal and general cleaning and landscaping of the paved portions of the facility.

The facility janitorial service workers and the Parks Department staff attend to the general cleanliness of the Canby Transit Center at least two (2) times each week. At which time the general condition of the facility is also inspected and issues are addressed as needed. Parks and Facility Department staff are available upon request to address any issues that arise during CAT's daily operation. The Facility Department maintains all equipment, fixtures, appliances and the general upkeep of the facility.

A system for logging janitorial and maintenance tasks as well as facility safety and condition has been established. A janitorial log is available to the contracted janitorial staff. Additionally, City staff maintain a notebook which contains checklists and logs for maintenance tasks, janitorial monitoring, facility repair and inspection tasks.

Process and Forms

As described above, the Facilities and Parks Departments of the City oversee the maintenance of the Canby Transit Center. The Facilities Department manages a contract for janitorial service of the driver breakroom/locker room and driver restroom; and are responsible for general upkeep of the building. The Parks Department maintains the public restroom, the bus shelters and trash removal, sweeping, graffiti removal and general cleaning and landscaping of the facility. Copies of the following documents which provide more detail regarding the tasks performed are included as:

Appendix G: Task Outlines (Checklists)

The Facilities and Parks Maintenance Tasks and Weekly/Monthly Outline and the Facilities & Parks Maintenance Tasks Quarterly/Annually Outline are checklists of the tasks with the associated frequency that the tasks are performed.

Appendix H: Facility Maintenance Log Forms

The Janitorial Log, Weekly/Monthly Maintenance Log, and Quarterly/Annually Maintenance Log list the tasks from the checklists according to the department or service provider responsible for the task.

Appendices List

Appendix A: Vehicle Inventory

Appendix B: Daily Vehicle Inspection Reports (DVIR)

Appendix C: Vehicle Preventive Maintenance Inspection Checklists

- Coach 10,000 Mile
- Coach 8,000 Mile
- Gas Cutaway 4,000 Mile
- Transit Van 5,000 Mile
- Minivan 3,000 Mile

Appendix D: Annual Vehicle Inspection Report and Forms

- Annual Vehicle Inspection Report Form
- Coach Inspection Forms
- Cutaway Inspection Forms
- Minivan Inspection Forms

Appendix E: Lift or Ramp System Safety Inspection Form

Appendix F: Security Camera Preventive Maintenance Checklist

- AngelTrax

Appendix G: Task Outlines (Checklists)

- Weekly – Monthly Outline
- Quarterly – Annually Outline

Appendix H: Facility Maintenance Log Forms

- Janitorial Log
- Weekly – Monthly Log
- Quarterly – Annually Log

Appendix A: Vehicle Inventory



Canby Area Transit - Vehicle Fleet

VEHICLE	YEAR	MAKE	VIN #	PLATE #	LENGTH	FUEL	BODY
Bus 28	2013	GILLIG	15GGB2719D1182065	E261557	35' (420")	Diesel	COACH
Bus 29	2013	GILLIG	15GGB2710D1182066	E261558	35' (420")	Diesel	COACH
MV-30	2013	DODGE CARAVAN	2C4RDGCG8ER187479	E261568	19' (228")	Gas	MINI-VAN
Bus 31	2016	ARBOC	1GB6G5BG8F1245245	E266563	23' (276")	Gas	CUT-AWAY
Bus 32	2016	ARBOC	1GB6G5BGXF1245781	E266564	26' (312")	Gas	CUT-AWAY
Bus 33	2016	ARBOC	1GB6G5BG0F1248530	E266565	26' (312")	Gas	CUT-AWAY
S-34	2004	CHEVY	2G1WF52EX49234326	E228356		Gas	SEDAN
Bus 35	2018	ARBOC	1HA6GUBB1JN008040	E279209	28' (336")	Gas	CUT-AWAY
Bus 36	2018	ARBOC	1HA6GUBB0JN008000	E279210	23' (276")	Gas	CUT-AWAY
Bus 37	2018	ARBOC	1HA6GUBB6JNO08082	E279211	23' (276")	Gas	CUT-AWAY
Bus 38	2019	ARBOC	1HA6GUBG1KN002509	E284783	28' (336")	Gas	CUT-AWAY
Bus 39	2019	ARBOC	1HA6GUBG8KN002779	E284782	28' (336")	Gas	CUT-AWAY
Bus 40	2021	ARBOC	1HA6GUB75MN013242	E284798	28' (336")	Gas	CUT-AWAY
Bus 41	2021	ARBOC	1HA6GUB76MN013203	E284797	28' (336")	Gas	CUT-AWAY
Bus 42	2021	GILLIG	15GGB2711M3195333	E289572	35' (420")	Diesel	COACH
TVan 43	2022	Ford Transit 350	1FDVU4X88NKA06892	E286655	20' (240")	Gas	TRANSIT VAN

Appendix B: Daily Vehicle Inspection Reports (DVIR)

Coach DVIR:

CITY OF CANBY TRANSIT DAILY VEHICLE INSPECTION REPORT (DVIR) FOR AIR BRAKE BUSES

VEHICLE #:	DATE:	DRIVER'S (FIRST & LAST) NAME:	START MILES:	START TIME:	END MILES:	END TIME:
		1				
		2				
		3				

ANY ITEM IN ****BOLD THAT IS UNSATISFACTORY MUST BE CALLED IN PRIOR TO DEPARTURE OR WHEN FOUND**

= Satisfactory = Unsatisfactory

1						2						3						Inspection Item:						1						2						3						Inspection Item:					
Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post		Pre		Post					
TIRES & WHEELS:												STEERING SYSTEM:																																			
**Visual Inspection of Tires & Tread												**Steering Wheel has No Excessive Play (2 inches)																																			
**Wheels and Rims free of Cracks, Welds & Objects												VEHICLE GLASS:																																			
**Lug Nuts Tight w/no Rust & Damage												**Windshield has no Chips or Cracks in Drivers View																																			
ENGINE & FLUIDS:												**Mirrors have No Major Chips or Cracks																																			
**Visual Check Under Vehicle for Fresh Leaks												**Visual Check of Emergency Exit Windows & Hatch																																			
**Check Oil Level												VEHICLE LIGHTING:																																			
**Visual Check of Transmission Fluid Area for Leaks												**Headlights (High & Low) Working																																			
**Visual Check of Coolant Main & Overflow Tanks												**Brake Lights Working																																			
**Visual Check of Power Steering Area for Leaks												**Back-up Lights Working																																			
**Check Belts/Hoses for Cracks, Abrasions, Cuts & Frays												Back-up Alarm Working																																			
**Check Battery Cut-off Switch Area for Corrosion												**Turn Signals & 4-way Flashers Working																																			
Check Windshield Washer Fluid Level												Clearance Lights Working																																			
Check DEF Fluid Gauge (Note if under 1/4 a tank)												VEHICLE INTERIOR:																																			
BRAKES & TESTING:												Seats & Cushions in Working Order/Condition																																			
AIR BRAKE TEST (ENGINE/POWER OFF):												**Seat Belts in Working Order																																			
**Applied Brake Loss Test (Less than 3psi) in 60 seconds												2-Way Radio Working Properly																																			
**Unapplied Brake Loss Test, Release Parking Brake (Less than 3psi) in 60 seconds												Windshield Wipers in Working Order																																			
AIR BRAKE TEST (ENGINE OFF & AUX POWER ON):												Horn Test Completed																																			
**Low Warning Alarm Test (Below 60psi)												Vehicle Registration & Insurance Present & Visible																																			
**Emergency Stop Test & Parking Brake (Below 45 psi)												Checked Floor and Belt Securements																																			
AIR BRAKE TEST (ENGINE ON):												SAFETY EQUIPMENT:																																			
**Cut Out Air Test (About 130 psi)												First Aid Kit Stocked and Present																																			
**Cut in Air Test (About 85psi)												Bio-Hazard Kit Stocked and Present																																			
**Parking Brake Roll Test												Visual Check of Triangles Reflectors (3 Total)																																			
**Brake Pedal Working Normally												**Fire Extinguisher Present, Fully Charged & Secure																																			
DOORS & RAMPS:												Seat Belt Cutter Present																																			
**Door & Ramp Interlock in Working Order												CLIMATE CONTROLS:																																			
**Ramp Deployed & Stowed Properly & in Working												Front & Rear Air Conditioner in Working Order																																			
**Passenger Door in Working Order												Front & Rear Heater in Working Order																																			
												**Front Defroster in Working Order																																			
DOCUMENT BELOW ANY MECHANICAL ISSUES ONLY (Use Driver Side, Passenger Side, Front and Rear in Location Descriptions):																																															
DRIVER SIGNATURES:																																															
DRIVER #1 PRE-TRIP SIGNATURE								DRIVER #2 PRE-TRIP SIGNATURE								DRIVER #3 PRE-TRIP SIGNATURE																															
DRIVER #1 POST-TRIP SIGNATURE								DRIVER #2 POST-TRIP SIGNATURE								DRIVER #3 POST-TRIP SIGNATURE																															
CITY USE ONLY																																															

- Reviewed
- Noted for Repair
- Repaired
- Could not Duplicate Problem

Work Order #: _____

Notes: _____

 Mechanic/Technicians Signature

 Fleet Administrator Signature

Transit Van/Van DVIR:

CITY OF CANBY TRANSIT DAILY VEHICLE INSPECTION REPORT (DVIR) FOR TRANSIT VANS

VEHICLE #:	DATE:	DRIVER'S (FIRST & LAST) NAME:	START MILES:	START TIME:	END MILES:	END TIME:
		1				
		2				
		3				

ANY ITEM IN ****BOLD THAT IS UNSATISFACTORY MUST BE CALLED IN PRIOR TO DEPARTURE OR WHEN FOUND**

= Satisfactory = Satisfactory = Unsatisfactory

1						2						3						Inspection Item:	1						2						3						Inspection Item:
Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post		Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post	Pre	Post							
TIRES & WHEELS:																		VEHICLE GLASS:																			
**Visual Inspection of Tires & Tread																		**Windshield has no Chips or Cracks in Drivers View																			
**Wheels and Rims free of Cracks, Welds & Objects																		**Mirrors have No Major Chips or Cracks																			
**Lug Nuts Tight w/no Rust & Damage																		**Visual Check of Emergency Exit Windows																			
ENGINE & FLUIDS:																		VEHICLE LIGHTING:																			
**Visual Check Under Vehicle for Fresh Leaks																		**Headlights (High & Low) Working																			
**Check Oil Level																		**Brake Lights Working																			
**Visual Check of Transmission Fluid Area for Leaks																		**Back-up Lights Working																			
**Visual Check of Coolant Tank for Level and Leaks																		Back-up Alarm Working																			
**Visual Check of Power Steering Area for Leaks																		**Turn Signals & 4-way Flashers Working																			
**Check Belts/Hoses for Cracks, Abrasions, Cuts & Frays																		Clearance Lights Working (If Equipped)																			
**Check Battery for Corrosion																		VEHICLE INTERIOR:																			
Check Windshield Washer Fluid Level																		Seats & Cushions in Working Order/Condition																			
BRAKES & TESTING:																		**Seat Belts in Working Order																			
Prior to Turning On Bus:																		2-Way Radio Working Properly																			
**Press Brake Pedal (Hold) & Listen for Noise																		Windshield Wipers in Working Order																			
Turn On Bus:																		Horn Test Completed																			
**Press Brake for 5 seconds. Pedal does not move.																		Vehicle Registration & Insurance Present & Visible																			
Parking Brake Test *No Application of Gas, Bus is in Neutral*																		Checked Floor and Belt SecUREMENTS																			
**Apply Parking Brake & it holds																		SAFETY EQUIPMENT:																			
**Apply Service Brake, Place in Reverse, Set Parking Brake, and Release Service Brake. Bus Holds and does not move.																		First Aid Kit Stocked and Present																			
STEERING SYSTEM:																		Bio-Hazard Kit Stocked and Present																			
**Steering Wheel has No Excessive Play (2 inches)																		Visual Check of Triangles Reflectors (3 Total)																			
DOORS & RAMP/LIFT:																		**Fire Extinguisher Present, Fully Charged & Secure																			
**Ramp/Lift Deployed & Stowed Properly																		Seat Belt Cutter Present																			
**Vehicle Interlock Working (If Equipped)																		CLIMATE CONTROLS:																			
**Passenger Door in Working Order																		Front & Rear Air Conditioner in Working Order																			
**Door/Interior Lights in Working Order																		Front & Rear Heater in Working Order																			
																		**Front Defroster in Working Order																			

DOCUMENT BELOW ANY MECHANICAL ISSUES ONLY (Use Driver Side, Passenger Side, Front and Rear in Location Descriptions):

DRIVER SIGNATURES:

DRIVER #1 PRE-TRIP SIGNATURE	DRIVER #2 PRE-TRIP SIGNATURE	DRIVER #3 PRE-TRIP SIGNATURE
DRIVER #1 POST-TRIP SIGNATURE	DRIVER #2 POST-TRIP SIGNATURE	DRIVER #3 POST-TRIP SIGNATURE

****CITY USE ONLY****

<input type="checkbox"/> Reviewed	Work Order #:		
<input type="checkbox"/> Noted for Repair	Mechanic/Technicians Signature		
<input type="checkbox"/> Repaired	Fleet Administrator Signature		
<input type="checkbox"/> Could not Duplicate Problem	Notes: _____		

Appendix C: Vehicle Preventive Maintenance Inspection

Coach 10,000 mile

20042 - 2021 Gillig G27B Low floor	Unit #: 20042	Serial #: 15GGB2711M3195333
2021 Gillig G27B Low floor	Tag #: E289572	Chassis Seris 195333
	Mileage 37,444	Engine Serial 74777501

Date of Inspection: _____

Name of Technician: _____

Technician Signature: _____

Task Type: Cleaning

- | OK Fault | Notes |
|---|-------|
| <input type="checkbox"/> <input type="checkbox"/> HVAC Condensor Screen Cleaned | _____ |
| <input type="checkbox"/> <input type="checkbox"/> HVAC Screens Cleaned | _____ |

Task Type: Drain

- | OK Fault | Notes |
|---|-------|
| <input type="checkbox"/> <input type="checkbox"/> Drain air Tanks | _____ |

Task Type: Fill

- | OK Fault | Notes |
|--|-------|
| <input type="checkbox"/> <input type="checkbox"/> Washer fluid Level | _____ |

Task Type: Fluids

- | OK Fault | Notes |
|---|-------|
| <input type="checkbox"/> <input type="checkbox"/> Change Oil and Filter | _____ |

Task Type: Inspection

- | OK Fault | Notes |
|---|-------|
| <input type="checkbox"/> <input type="checkbox"/> Air Brake components/ Lines Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Air Brake stroke Measurements | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Air Filter Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Battery and Cable Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Bike Rack Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Chassis Inspection (Frame and Crossmembers) | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Cooling system Inspection(Check hoses, belts and freeze point) | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Driver Dash Guages operation and Lighting | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Drivetrain Inspection And fluid level check | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Emergency Exit Inspection (Open exits and test operation of exit warning system) | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Engine Compartment Inspection Part Securement/ Fluid Leaks | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Exhaust System Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Exterior Body Damage Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Exterior light Inspection | _____ |
| <input type="checkbox"/> <input type="checkbox"/> Front Suspension Inspection | _____ |

PM Inspection Checklist

Innovative Maintenance Systems

20042 - 2021 Gillig G27B Low floor

2021 Gillig G27B Low floor

Unit #: 20042
Tag #: E289572
Mileage 37,444

Serial #: 15GGB2711M3195333
Chassis Serial 195333
Engine Serial 74777501

Task Type: Testing

OK Fault

Notes

Air compressor Cut in /Cut out pressure Test

Coach 8,000 mile

PM Inspection Checklist

Innovative Maintenance Systems

20028 - Gillig
2013 Gillig G27B102N4

Unit #: 20028 Serial #: 15GGB2719D1182065
Tag #: E261557 Engine Serial 73585619
Mileage 308.251 In Service Da 12-20-2013

Date of Inspection: _____

Name of Technician: _____

Technician Signature: _____

Task Type: Cleaning

OK Fault

Notes

- HVAC Condensor Screen Cleaned
- HVAC Screens Cleaned

Task Type: Drain

OK Fault

Notes

- Drain air Tanks

Task Type: Fill

OK Fault

Notes

- Washer fluid Level

Task Type: Fluids

OK Fault

Notes

- Change Oil and Filter

Task Type: Inspection

OK Fault

Notes

- Air Brake components/ Lines Inspection
- Air Brake stroke Measurements
- Air Filter Inspection
- Battery and Cable Inspection
- Bike Rack Inspection
- Chassis Inspection (Frame and Crossmembers)
- Cooling system Inspection(Check hoses, belts and freeze point)
- Driver Dash Guages operation and Lighting
- Drivetrain Inspection And fluid level check
- Emergency Exit Inspection (Open exits and test operation of exit warning system)
- Engine Compartment Inspection Part Securement/ Fluid Leaks
- Exhaust System Inspection
- Exterior Body Damage Inspection
- Exterior light Inspection
- Front Suspension Inspection

PM Inspection Checklist

Innovative Maintenance Systems

20028 - Gillig
2013 Gillig G27B102N4

Unit #:	20028	Serial #:	15GGB2719D1182065
Tag #:	E261557	Engine Serial:	73585619
Mileage:	308.251	In Service Da:	12-20-2013

Task Type: Testing

OK Fault

Notes

- Parking Brakes
- Air Brake Low Air Warning/Protection Valve Test
- Air compressor Cut in /Cut out pressure Test

Gas Cutaway 4,000 mile

PM Inspection Checklist

Innovative Maintenance Systems

20031 - 2015 Chevrolet CG33803
2015 Chevrolet CG33803

Unit #:	20031	Serial #:	1GB8G5BG8F1245245
Tag #:	E266563	Body Id #:	55903
Mileage	113,940	Body Make	ARBOC

Date of Inspection: _____

Name of Technician: _____

Technician Signature: _____

Task Type: Cleaning

OK Fault

Notes

Clean HVAC Screens

Task Type: Drain

OK Fault

Notes

Drain Air Tanks

Task Type: Fill

OK Fault

Notes

Washer Fluid Level

Task Type: Fluids

OK Fault

Notes

Change Oil and filter

Task Type: Inspection

OK Fault

Notes

- Air Filter Inspection
- Battery and Cable Inspection
- Bike Rack Inspection
- Brake Fluid Inspection
- Brake Inspection and Lining/Pad measurement
- Cooling System Inspection(check hoses,belts,coolant level and freeze point)
- Drivetrain Inspection and fluid level check
- Emergency Exit inspection(open and test operation of exit warning system)
- Exterior Inspection (Lights,Mirrors and Damage)
- Front Suspension Inspection
- Interior Inspection(check seats,seatbelts,and grab bars)
- Power steering Fluid
- Rear Suspension Inspection
- Safety Equipment Inspection(1-Fire Ext. 2-Triangles 3-firstaid kit 4-biohazard kit 5-Seatbelt cutter

Transit Van 5,000 mile

PM Inspection Checklist

Innovative Maintenance Systems

20043 - 2022 Ford Transit 350 Wagon DRW	Unit #:	20043	Serial #:	1FDVU4X88NKA06892
2022 Ford Transit 350 Wagon DRW	Tag #:	E288655		
	Mileage	46,443		

Date of Inspection: _____
 Name of Technician: _____
 Technician Signature: _____

Task Type: Cleaning

OK	Fault		Notes
<input type="checkbox"/>	<input type="checkbox"/>	Clean HVAC Screens	_____

Task Type: Fill

OK	Fault		Notes
<input type="checkbox"/>	<input type="checkbox"/>	Washer fluid Level	_____

Task Type: Fluids

OK	Fault		Notes
<input type="checkbox"/>	<input type="checkbox"/>	Change Oil and Filter	_____

Task Type: Inspection

OK	Fault		Notes
<input type="checkbox"/>	<input type="checkbox"/>	Air Filter Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Battery and Cable Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Brake Fluid Level	_____
<input type="checkbox"/>	<input type="checkbox"/>	Brake Inspection and measurements	_____
<input type="checkbox"/>	<input type="checkbox"/>	Cooling system Inspection(Check hoses, belts and freeze point)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Drivetrain Inspection And fluid level check	_____
<input type="checkbox"/>	<input type="checkbox"/>	Emergency Exit Inspection (Open exits and test operation of exit warning system)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Exterior light Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Front Suspension Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Interior Inspection (check seats, seatbelts and grab bars	_____
<input type="checkbox"/>	<input type="checkbox"/>	Power steering Fluid	_____
<input type="checkbox"/>	<input type="checkbox"/>	Rear Suspension Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Safety Equipment Inspection(1-Fire Ext. 2-Triangles 3-firstaid kit 4-biohazard kit 5-Seatbelt cutter	_____
<input type="checkbox"/>	<input type="checkbox"/>	Steering component Inspection(check tie-rods, idler arm, steering Arm and steering Box)	_____
<input type="checkbox"/>	<input type="checkbox"/>	Tire Air pressure check and Tread depth measurements	_____
<input type="checkbox"/>	<input type="checkbox"/>	Tire/ wheel Inspection	_____
<input type="checkbox"/>	<input type="checkbox"/>	Torque Lugnuts	_____
<input type="checkbox"/>	<input type="checkbox"/>	Transmission fluid Level and Condition	_____

PM Inspection Checklist

Innovative Maintenance Systems

20043 - 2022 Ford Transit 350 Wagon DRW
 2022 Ford Transit 350 Wagon DRW

Unit #: 20043
 Tag #: E288855
 Mileage 46,443

Serial #: 1FDVU4X88NKA06892

Task Type: Inspection

OK Fault

Notes

- Wheelchair Lift Control Pendant Operation
- Wheelchair Lift Decals all Affixed
- Wheelchair Lift Handrail/seatbelt condition
- Wheelchair Lift Inner Roll Stop Operation
- Wheelchair Lift Platform Outer roll stop operation
- Wheelchair Ramp Surface condition
- Wheelchair Ramp/Lift Hydraulic System fluid level inspection
- Wheelchair Ramp/Lift Interlock Operation
- Wheelchair Ramp/Lift Overall Operation(check for abnormal Noises)
- Wheelchair Ramp/Lift mounting Bolts Securement
- Wheelchair Ramp/Lift wiring Inspection
- Wheelchair Ramp/Lift- Linkage/Chain Condition
- Wheelchair Ramp/lift Hose and fitting inspection
- Wheelchair Ramp/lift Lubrication(lube hinges and chains)

Task Type: Lubricate

OK Fault

Notes

- Lube Chassis

Task Type: Normal

OK Fault

Notes

- Angeltrax Camera Test
- Chassis Inspection (Frame and Crossmembers)
- Driver Guage check
- Engine Compartment Inspection (Leaks/ Loose Parts)
- Fuel System Inspection
- Horn / Back up Alarm Test
- Windshield and Wiper System Inspection

Minivan 3,000 mile

Preventive Maintenance (3,000 mi or every 6 months; whichever is first)

PM Inspection Checklist

Innovative Maintenance Systems

20030 - 2014

2014 Dodge Grand Caravan

Unit #: 20030

Tag #: E281568

Mileage: 19,265

Serial #: 2C4RDGCG8ER187479

Date of Inspection: _____

Name of Technician: _____

Technician Signature: _____

Task Type: Fluids

OK Fault

Notes

Washere Fluid Fill

Task Type: Inspection

OK Fault

Notes

Brake Inspection

Check Brake fluid and Power steering fluid

Check Transmission fluid Level and condition

Check all factory Lights

Drive Train Inspection and fluid Level check

Fire Extinguisher/First Aid kit

Front Suspension Inspection

Inspect Battery and charging system

Inspect Belts and Hoses

Inspect air Filter

Note any body Damage

Rear Suspension Inspection

Steering and Suspension Inspection

Steering component Inspection(check tie-rods, idler arm, steering Arm and steering Box)

Tire Tread Depth and air Pressure inspection

Wheelchair Ramp Lubrication(lube hinges and chains)

Wheelchair Ramp Overall Operation(check for abnormal Noises)

Wheelchair Ramp Platform Linkage/chain Condition

Wheelchair Ramp Surface condition

Wheelchair Ramp mounting Bolts Securement

Wheelchair Ramp/Lift Interlock Operation

Wheelchair Ramp/Lift- Linkage/Chain Condition

Task Type: Lubricate

OK Fault

Notes

PM Inspection Checklist

Innovative Maintenance Systems

20030 - 2014

2014 Dodge Grand Caravan

Unit #: 20030
Tag #: E261566
Mileage 19,265

Serial #: 2C4RDGCG8ER187479

Task Type: Lubricate

OK Fault

Lube chassis

Notes

Task Type: Normal

OK Fault

Horn / Back up Alarm Test

Notes

Task Type: Replace

OK Fault

Oil and Filter change

Notes

Appendix D: Annual Vehicle Inspection Report and Forms

Annual Vehicle Inspection Report

ANNUAL VEHICLE INSPECTION REPORT

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
DATE	

MOTOR CARRIER OPERATOR	INSPECTOR'S NAME (PRINT OR TYPE)
ADDRESS	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input type="checkbox"/> YES
CITY, STATE, ZIP CODE	VEHICLE IDENTIFICATION (P# AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL)

VEHICLE COMPONENTS INSPECTED											
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				12. WINDSHIELD GLAZING
			a. Service Brakes				a. Vehicle parts, load, dunnage, spare tire, etc., secured.				No cracks, discoloration, obstacles, etc. (see 393.60 for exceptions).
			b. Parking Brake System				b. Front End Structure				13. WINDSHIELD WIPERS
			c. Brake Drums or Rotors				c. Intermodal Container Securement Devices				No missing, damaged, or inoperable wipers.
			d. Brake Hose								14. MOTORCOACH SEATS
			e. Brake Tubing								Seats securely fastened to the vehicle structure.
			f. Low Pressure Warning Device				7. STEERING MECHANISM				15. REAR IMPACT GUARD
			g. Tractor Protection Valve				a. Steering Wheel Free Play				In place, securely attached, proper size, proper placement (see 393.86).
			h. Air Compressor				b. Steering Column				16. OTHER
			i. Electric Brakes				c. Front Axle Beam/All Other Steering Components				List any other condition(s) which may prevent safe operation of this vehicle.
			j. Hydraulic Brakes				d. Steering Gear Box				
			k. Vacuum Systems				e. Pitman Arm				
			l. Antilock Brake System				f. Power Steering				
			m. Automatic Brake Adjusters				g. Ball and Socket Joints				
			2. COUPLING DEVICES				h. Tie Rods and Drag Links				
			a. Fifth Wheels				i. Nuts				
			b. Pintle Hooks				j. Steering System				
			c. Drawbar/Towbar Eye				8. SUSPENSION				
			d. Drawbar/Towbar Tongue				a. Axle Positioning Parts				
			e. Safety Devices				b. Spring Assembly				
			f. Saddle-Mounts				c. Torque, Radius or Tracking Components				
			3. EXHAUST SYSTEM				9. FRAME				
			a. No leaks forward of/ directly below the driver/ sleeper compartment.				a. Frame Members				
			b. Bus: No leaking/ discharging in violation of standard.				b. Tire and Wheel Clearance				
			c. Unlikely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of vehicle.				c. Adjustable Axle Assemblies (Sliding Subframes)				
			4. FUEL SYSTEM				10. TIRES				
			a. No visible leak				a. Steer-Axle Tires				
			b. Fuel Tank Filler Cap				b. All Other Tires				
			c. Fuel tank securely attached.				c. Speed-Restricted Tires				
			5. LIGHTING DEVICES				11. WHEELS AND RIMS				
			All required lights/reflectors operable.				a. Lock or Side Ring				
							b. Wheels and Rims				
							c. Fasteners				
							d. Welds				

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: OK, NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

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ORIGINAL

3128
(Rev. 1/22)

Coach Inspection Forms

ANNUAL INSPECTION

COACH		DATE:	
VIN#		VEHICLE #	
LICENSE PLATE#		MILEAGE:	
Brake System	OK	Needs Repair	Date Repaired
Brake shoe anchor pins			
Push rod & slack adjuster (brakes depressed)			
Spider			
Brake drums			
Rear brake shoes			
Front brake shoes			
S-Cam			
Slack Adjuster			
Clevis Pin			
Push rod			
Exhaust System	OK	Needs Repair	Date Repaired
Exhaust manifold & pipes			
Catalytic converter			
Muffler			
Tailpipe			
Fuel System	OK	Needs Repair	Date Repaired
Visible leak			
Fuel tank filler cap			
Fuel lines & connections			
Fuel tank & filler neck			
Drive Train	OK	Needs Repair	Date Repaired
Front axle CV boots			
Front axle CV boots			
Trans axle			
Rear axle			
Frame Inspection	OK	Needs Repair	Date Repaired
Main frame condition			
Sub frame condition			
Undercarriage condition			
Tire and Wheel Inspection	OK	Needs Repair	Date Repaired
Front Tires			
Rear Tires			
Wheel & well covers			

ANNUAL INSPECTION

Steering and Suspension System	OK	Needs Repair	Date Required
Steering gear box			
Steering Gear box hoses			
Tie rod ends & steering links			
Front struts and/or shocks			
Rear struts and/or shocks			
Rear springs and shackles			
Engine	OK	Needs Repair	Date Required
Coolant protection to:			
Intake manifold			
Exhaust manifold(s)			
Carburetor/fuel injection system			
Cylinder head(s)			
Engine block			
Oil pan			
Emissions system			
Drive belts/tensioners/pulleys			
Water pump			
Power steering pump			
Alternator			
Battery			
Wheelchair lift or ramp	OK	Needs Repair	Date Required
Operation (using power switch)			
Operation (manually)			
Interlocks			
Disabled and safety labeling			
Hydraulic system			
Handrails & Belts			
Inspect platform surface condition			
Clean & lubricate all hinges, mounts & pivots			
Securement Equipment	OK	Needs Repair	Date Required
Check for frayed/worn belts on tie downs and seat belt components. Ensure webbing is not twisted inside retractors.			
Lubricate buckles & fittings			
Clean bolt threads on retractors			
Inspect floor anchorages for debris and loose tracks			

ANNUAL INSPECTION

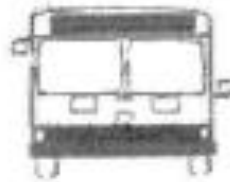
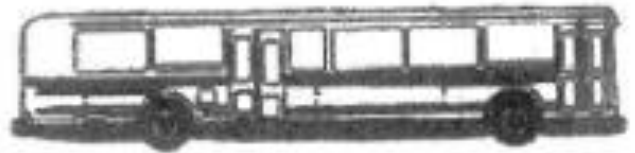
Exterior Lights	OK	Needs Repair	Date Repaired
Headlights (hi/low beam)			
Turn signals			
4-way hazard lights			
Yield sign			
Brake lights			
Back up lights and audible alarm			
Clearance lights			
Marker lights			
Reflectors			
Windshield Wiper System	OK	Needs Repair	Date Repaired
Blade condition			
Intermittent system			
Multi-speed system			
Washer delivery system			
Glass	OK	Needs	Date Repaired
Windshield (driver/passenger)			
Passenger door(s)			
Driver side window			
Passenger windows			
Rear window (if applicable)			
Interior Appearance	OK	Needs Repair	Date Repaired
Passenger seats/upholstery condition			
Driver seat controls/track/condition			
Wheelchair securement tracks			
Wheelchair station restraints &			
Interior lights (overhead/passenger door)			
Dash cluster(s)			
Passenger compartment			
Window seals			
Stanchions, modesty panels, seat handles, grab handles or bars			
Exterior Appearance	OK	Needs Repair	Date Repaired
Body damage (note on attached sheet)			
Fender/bumper damage (note on attached sheet)			
Safety Equipment	OK	Needs Repair	Date Repaired

ANNUAL INSPECTION

Coach Body Inspection

Mark with an "X" or circle
on this form

Describe condition:



Cutaway/Transit Van Inspection Forms

CUT-AWAY			DATE:
VIN#			VEHICLE #
LICENSE PLATE#			MILEAGE:
Brake System	OK	Needs Repair	Date Repaired
Master cylinder			
Brake booster			
Brake lines			
Brake hoses			
Brake tubing			
Front brake calipers or cylinders			
Rear brake calipers or cylinders			
Front brake pads or shoes			
Rear brake pads or shoes			
Exhaust System	OK	Needs Repair	Date Repaired
Exhaust manifold & pipe(s)			
Catalytic converter			
Muffler			
Tailpipe			
Fuel System	OK	Needs Repair	Date Repaired
Visible leak			
Fuel tank filler cap			
Fuel lines & connections			
Fuel tank & filler neck			
Drive Train	OK	Needs Repair	Date Repaired
Front axle CV boots			
Front axle			
Trans axle			
Rear axle			
Frame Inspection	OK	Needs Repair	Date Repaired
Main frame condition			
Sub frame condition			
Undercarriage condition			
Tire and Wheel Inspection	OK	Needs Repair	Date Repaired
Tire condition - Front			
Tire condition - Rear			
Wheel & well covers			

Steering and Suspension System	OK	Needs Repair	Date Repaired
Steering gear box			
Steering Gear box hoses			
Tie rod ends & steering links			
Front struts or shocks			
Rear struts or shocks			
Rear springs and shackles			
Engine	OK	Needs Repair	Date Repaired
Coolant protection to:			
Intake manifold			
Exhaust manifold(s)			
Carburetor/fuel injection system			
Cylinder head(s)			
Engine block			
Oil pan			
Emissions system			
Drive belts/tensioners/pulleys			
Water pump			
Power steering pump			
Alternator			
Battery			
Wheelchair lift or ramp	OK	Needs Repair	Date Repaired
Operation (using power switch)			
Operation (manually)			
Interlocks			
Disabled/vendor labeling			
Hydraulic system			
Handrails & belts			
Inspect platform surface condition			
Clean & lubricate all hinges, mounts & pivots			
Exterior Lights	OK	Needs Repair	Date Repaired
Headlights (hi/low beam)			
Turn signals			
4-way hazard lights			
Yield sign			
Brake lights			
Back up lights and audible alarm			
Clearance lights			
Marker lights			
Reflectors			

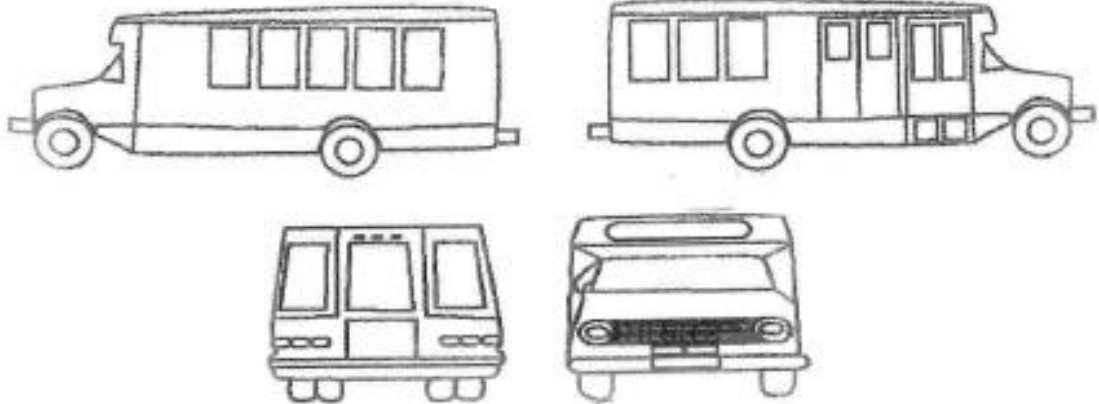
Windshield Wiper System	OK	Needs Repair	Date Repaired
Blade condition			
Intermittent system			
Multi-speed system			
Washer delivery system			
Glass	OK	Needs Repair	Date Repaired
Windshield (driver/passenger)			
Passenger door(s)			
Driver side window			
Passenger windows			
Rear window (if applicable)			
Passenger seats/upholstery condition			
Driver seat controls/track/condition			
Wheelchair securement tracks			
Wheelchair station restraints & belts			
Window seals			
Stanchions, modesty panels, seat			
Exterior Appearance	OK	Needs Repair	Date Repaired
Body damage (note on attached			
Fender/bumper damage (note on			
Safety Equipment	OK	Needs Repair	Date Repaired
Fire extinguisher			
Blood borne pathogen kit			
First aid kit			
Emergency kit			
Seat belt cutter			
Audio Video Surveillance System	OK	Needs	Date Repaired
Synchronize the DVR clock			
Clean the front cover, cable cover			
Remove smudges/marks from			
Check all camera angles and			
COMMENTS:			
SIGNATURE:		TITLE:	

ANNUAL INSPECTION

Cut-Away Body Inspection

Mark with an "X" or circle
on this form

Describe condition:



Minivan Inspection Forms

MINI-VAN		DATE: _____	
VIN# _____		VEHICLE # _____	
LICENSE PLATE# _____		MILEAGE: _____	
Brake System	OK	Needs Repair	Date Repaired
Master cylinder			
Brake booster			
Brake lines			
Brake hoses			
Brake tubing			
Front brake calipers or cylinders			
Rear brake calipers or cylinders			
Front brake pads or shoes			
Rear brake pads or shoes			
Exhaust System	OK	Needs Repair	Date Repaired
Exhaust manifold & pipe(s)			
Catalytic converter			
Muffler			
Tailpipe			
Fuel System	OK	Needs Repair	Date Repaired
Visible leak			
Fuel tank filler cap			
Fuel lines & connections			
Fuel tank & filler neck			
Drive Train	OK	Needs Repair	Date Repaired
Front axle CV boots			
Front axle			
Trans axle			
Rear axle			
Frame Inspection	OK	Needs Repair	Date Repaired
Main frame condition			
Sub frame condition			
Undercarriage condition			
Tire and Wheel Inspection	OK	Needs Repair	Date Repaired
Tire condition - Front			
Tire condition - Rear			
Wheel & well covers			
Steering and Suspension System	OK	Needs Repair	Date Repaired
Steering gear box			
Steering gear box hoses			
Tie rod ends & steering links			
Front struts or shocks			
Rear struts or shocks			
Rear springs and shackles			

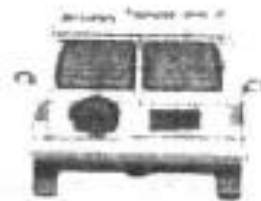
Exterior Appearance	OK	Needs Repair	Date Repaired
Body damage (note on attached sheet)			
Fender/bumper damage (note on attached sheet)			
Safety Equipment	OK	Needs Repair	Date Repaired
Fire extinguisher			
Blood borne pathogen kit			
First aid kit			
Emergency kit			
Seat belt cutter			
Audio Video Surveillance System	OK	Needs Repair	Date Repaired
Synchronize the DVR clock			
Clean the front cover, cable cover and DVR			
Remove smudges/marks from camera lenses			
Check all camera angles and reposition as necessary			
COMMENTS:			
SIGNATURE:			TITLE:

ANNUAL INSPECTION

Mini-Van Body Inspection

Mark with an "X" or circle
on this form

Describe condition:



Appendix E: Lift or Ramp System Safety Inspection Form

Lift or Ramp System Safety Inspection

FLEET # _____ DATE _____

Vendor Name: _____ MILEAGE _____

W/C LIFT MAKE/MODEL _____ CYCLE COUNT _____

W/C LIFT SERIAL _____ MODEL/DOM _____

	OK	REP DATE
OVERALL CONDITION ABNORMAL NOISES (GRINDING, BINDING, ETC.) RUN WITH WEIGHT TEST	<input type="checkbox"/>	<input type="checkbox"/>
CONTROL PENDANT DAMAGE/LOOSE CONNECTIONS SWITCHES WORK FREELY	<input type="checkbox"/>	<input type="checkbox"/>
ELECTRICAL WIRING FRAYED WIRES, LOOSE WIRES, LOOSE CONNECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
VEHICLE INTERLOCK NON-INTERLOCK MODE, OPERATE LIFT	<input type="checkbox"/>	<input type="checkbox"/>
DECALS ALL SAFETY DECALS AFFIXED PROPERLY	<input type="checkbox"/>	<input type="checkbox"/>
HANDRAILS FASTENERS TIGHT SAFETY BELT FUNCTIONS PROPERLY	<input type="checkbox"/>	<input type="checkbox"/>
LIFT MOUNTINGS/ SUPPORT POINTS TORQUE BOLTS, FLOOR CONDITION	<input type="checkbox"/>	<input type="checkbox"/>
MAIN LIFT PIVOTS TRAVELING FRAME PIN DAMAGE FREE & LOCKED IN POSITION	<input type="checkbox"/>	<input type="checkbox"/>
PLATFORM ATTACHMENT POINTS OPERATES PROPERLY W/O OBSTRUCTIONS	<input type="checkbox"/>	<input type="checkbox"/>
INNER ROLL STOP OPERATES PROPERLY W/O OBSTRUCT, DEPLOYS FULLY AT FLR ALL ADJUSTMENTS WORK 50LBS LIMIT SWITCH	<input type="checkbox"/>	<input type="checkbox"/>
PLATFORM ROLL STOP OPERATES PROPERLY WHEN CONTACTS GROUND LEVEL	<input type="checkbox"/>	<input type="checkbox"/>
HYDRAULIC POWER UNIT LEAKAGE BACK-UP HAND PUMP OPERATES FLUID LEVELS	<input type="checkbox"/>	<input type="checkbox"/>
HYDRAULIC CYLINDER HOSES AND FITTINGS CYLINDER LEAKAGE HOSE DAMAGE, LEAKS ALL FITTINGS TIGHT	<input type="checkbox"/>	<input type="checkbox"/>
LUBRICATION CLEAN (EXTRA OPTION ADDITIONAL CHARGE) LUBRICATE AND WIPE EXCESS	<input type="checkbox"/>	<input type="checkbox"/>

TECH INITIALS _____

COMMENTS _____

Appendix F: Security Camera Preventive Maintenance Checklist

Preventative Maintenance Checklist

How to properly maintain your AngelTrax mobile surveillance system

At AngelTrax, we take pride in providing surveillance systems that require minimal upkeep. However, in order to maintain the proper operation of your AngelTrax system, we encourage you to perform the preventative maintenance tasks listed below. Our preventative maintenance checklist is a proven method to maintain and extend the product life of your AngelTrax mobile video surveillance system.

Task	Description
✓ Make sure the panic button LEDs are working properly.	After the ignition is on for approximately 30 seconds, the green lights should begin flashing rapidly, indicating the DVR is recording. If there is an error, the lights will turn red and remain solid. *This is an item that should be included in your driver's pre-trip inspection.
✓ Synchronize the DVR clock.	AngelTrax recommends synchronizing the DVR clock every six months to ensure accurate video recording of the time and date.
✓ Replace the remote control's battery.	Replace the CR 2025 battery. Use an identical or accepted equivalent battery. 1. Push the tab on the back of the remote control to the right side, then pull outward to remove the battery compartment. 2. Pull the battery compartment out and remove the old battery. 3. Insert a new battery into the compartment with the positive side (+) facing up. 4. Close the battery compartment.
✓ Clean the front cover, cable cover, DVR.	The DVR, front cover and cable covers are made from 18 gauge steel, coated with outdoor powder paint, and only require periodic cleaning. To clean, use a damp cloth with a mild detergent. Do not allow water into the holes.
✓ Remove smudges/marks from camera lenses.	To clean camera lenses, use a glass cleaning solution such as Windex®. *For exterior camera lenses, daily pre-trip cleaning is recommended. Also, treat exterior camera lenses with Rain-X® to help increase visibility by deflecting rain, sleet and snow. *This is an item that should be included in your driver's pre-trip inspection.
✓ Make sure the vehicle's brake lights are functioning properly.	*This is an item that should be included in your driver's pre-trip inspection.
✓ Make sure the vehicle's camera are positioned as desired before recording begins.	AngelTrax recommends periodically checking your camera angles to guarantee accurate camera angles. Use an installation or onboard viewing monitor to check if camera angles are positioned according to desired capture.

Appendix G: Task Outlines (Checklists)

Facilities & Parks Maintenance Tasks and Weekly/Monthly Outline	3 X a week	Monthly
Transit Center - Driver Breakroom		
Complete/Check Janitorial Log	X	
Empty trash and recycle bins and replace liners as needed	X	
Wipe and disinfect counters, table, chairs and flat surfaces if closed	X	
Dust mop floors	X	
Stock hand soap and paper towels	X	
Check lighting replace bulbs as needed	X	
**** Buff and wax floor (annually)		
Transit Center - Restrooms		
Empty trash and recycle bins and replace liners as needed	X	
Sweep/mop/disinfect floors	X	
Clean/disinfect toilet, urinal, sink, doorknobs, other fixtures	X	
Clean mirror	X	
Stock hand soap, paper towels and toilet paper	X	
Check lighting replace bulbs as needed	X	
other		
Transit Center - Exterior		
*Empty cigarette bins (monthly)		X
Pick up trash	X	
Confirm weekly trash pick up by Canby Disposal	X	
Blow debris from hard surfaces (monthly)		X
Clean Bus Shelters (monthly)		X
Maintain landscaping	X	
Maintain plant containers	X	
Report damage or safety issues to Facilities Department	X	

Instructions:

Please use the Janitorial Log & Weekly/Monthly Maintenance Log to track all tasks.

Legend

3 X a week (3 times each week)

*Monthly

** Quarterly

*** Semi Annually (Seasonally)

**** Annually

Facilities & Parks Maintenance Tasks Quarterly/Annually Outline			
	Quarterly	Semi-Annually/Seasonally	Annually
Transit Center - Driver Breakroom			
Conduct Safety Inspection	X		
****Buff and wax floor (annually)			X
Check Log book - (were tasks accomplished and noted on all logs?)	X		
Inspect HVAC, appliances, fixtures, electric outlets, plumbing	X		
Inspect paint and overall condition of the building interior	X		
other:			
Transit Center - Restrooms			
Conduct Safety Inspection	X		
****Buff and wax floor (annually)			X
Check Log book - (were tasks accomplished and noted on all logs?)	X		
Inspect HVAC, appliances, fixtures, electric outlets, plumbing	X		
Inspect paint and overall condition of the building interior	X		
other:			
			X
Transit Center - Exterior			
Conduct Safety Inspection	X		
Check Log book - (were tasks accomplished and noted on all logs?)	X		
Inspect roof, gutters, and overall condition of the building exterior	X		
Inspect HVAC, appliances, fixtures, electric outlets, irrigation system	X		
Turn irrigation on/off		X	
Set Gazebo Clock		X	
Mow turf areas		X	
Weed planters and plant beds		X	
Trim trees and shrubs (especially from camera view)		X	
Inspect overall condition of roadway, sidewalks, and paved surfaces		X	
other:			

Instructions:
Please use the Quarterly/Annual Maintenance Log to track all tasks.

Legend
 3 X a week (3 times each week)
 *Monthly
 ** Quarterly
 *** Semi-Annually (Seasonally)
 **** Annually

Appendix H: Facility Maintenance Log Forms

Janitorial Log

Janitorial Log

Month:

Year:

	Week 1		Week 2		Week 3		Week 4		Week 5	
Date here ---->										
Transit Center - Driver Breakroom										
Empty trash and recycle bins and replace liners as needed										
Wipe and disinfect counters, table, chairs and flat surfaces if cleared										
Dust mop floors										
Stock hand soap and paper towels										
Check lighting replace bulbs as needed										
****Buff and wax floor (annually)										
other										
Transit Center - Driver Restroom										
Empty trash and recycle bins and replace liners as needed										
Sweep/mop/disinfect floors										
Clean disinfect toilet, urinal, sink, doorknobs, other fixtures										
Clean mirror										
Stock hand soap, paper towels and toilet paper										
Check lighting replace bulbs as needed										
****Buff and wax floor (annually)										
other										
Transit Center - Exterior										
*Empty cigarette bins (monthly)										
Check lighting and report non functioning lights to Facilities Staff										
other										
Initial here ---->										

Janitorial Log Instructions:
 Please use the Janitorial Log to track subcontracted janitorial tasks.
 Spell out the name of the month at the top of the form (June, July etc.) and enter the year.
 Enter the date at the top of the column (6/2, 7/1 etc.).
 If one person completes all tasks in a given date enter a check mark to indicate completed tasks (X, etc.); and enter initials at the bottom of the column.
 If multiple people complete tasks on a given date enter initials instead of check marks to indicate the completed tasks on that date.

Legend
 3 X a week (3 times each week) *Monthly
 ** Quarterly
 *** Semi Annually (Seasonally)
 **** Annually

Weekly – Monthly Log

Weekly/Monthly Maintenance Log

Month:

Year:

	Week 1	Week 2	Week 3	Week 4	Week 5
Date here ---->					
Transit Center - Driver Breakroom					
Parks Department Tasks					
Check Janitorial Log - (were tasks accomplished and noted on log?)					
Report log irregularities, damage or safety issues to Facilities Dept.					
Facilities Department Tasks					
Respond as needed to reported janitorial log irregularities					
Respond as needed to reported damage or safety issues					
Transit Center - Public Restroom					
Parks Department Tasks					
Empty trash and recycle bins and replace liners as needed					
Sweep/mop/disinfect floors					
Clean/disinfect toilet, urinal, sink, doorknobs, other fixtures					
Clean mirror					
Stock hand soap, paper towels and toilet paper					
Check lighting replace bulbs as needed					
Report damage or safety issues to Facilities Department					
****Buff and wax floor (annually)					
Facilities Department Tasks					
Respond as needed to reported damage or safety issues					
Transit Center - Exterior					
Parks Department Tasks					
Pick up trash					
Confirm weekly trash pick up by Canby Disposal					
Blow debris from hard surfaces (monthly)					
Clean Bus Shelters (monthly)					
Maintain landscaping					
Maintain plant containers					
Report damage or safety issues to Facilities Department					
Facilities Department Tasks					
Respond as needed to reported damage or safety issues					

Instructions and legend are printed on the back of this sheet.

NOTES

Weekly/Monthly Maintenance Log Instructions:
 Please use the Weekly/Monthly Maintenance Log to track all tasks.
 Spell out the name of the month at the top of the form (June, July etc.) and enter the year.
 Enter the date at the top of the column (6/2, 7/1 etc.).
 Enter initials under the date to indicate which tasks were completed and who completed the task.
 Space is available in each section to write in notes and additional tasks if needed.
 A notes section is also available at the bottom of the form.

Legend
 3 X a week (3 times each week)
 *Monthly
 ** Quarterly
 *** Semi Annually (Seasonally)
 **** Annually

Quarterly – Annually Log

Quarterly/Annual Maintenance Log

Fiscal Year:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
July - September	October - December	January - March	April - June

Date here ---->

Transit Center - Driver Breakroom and Restroom												
Facilities Department Tasks												
Conduct Safety Inspection												
Check Log book - (were tasks accomplished and noted on all logs?)												
Inspect HVAC, appliances, fixtures, electric outlets, plumbing												
Inspect paint and overall condition of the building interior												
other												
Transit Center - Public Restroom												
Parks Department Tasks												
****Buff and wax floor (annually)												
Facilities Department Tasks												
Conduct Safety Inspection												
Check Log book - (were tasks accomplished and noted on all logs?)												
Inspect HVAC, appliances, fixtures, electric outlets, plumbing												
Inspect paint and overall condition of the building interior												
Transit Center - Exterior												
Parks Department Tasks												
Check Log book - (were tasks accomplished and noted on all logs?)												
Mow turf areas												
Weed planters and plant beds												
Trim trees and shrubs (especially from camera view)												
Report damage or safety issues to Facilities Department												
Facilities Department Tasks												
Conduct Safety Inspection												
Check Log book - (were tasks accomplished and noted on all logs?)												
Inspect roof, gutters, and overall condition of the building exterior												
Inspect HVAC, appliances, fixtures, electric outlets, irrigation system												
Inspect overall condition of roadway, sidewalks, and paved surfaces												
Turn irrigation on/off												
Set Gazebo Clock												

Instructions and legend are printed on the back of this sheet.

Facilities & Parks Quarterly/Annual Log Instructions:

- Please use the monthly Facilities & Parks Quarterly/Annual Log to track all tasks.
- Enter the fiscal year at the top of the form. July - June is a fiscal year or it can be noted in this format 2000/2001
- Enter the date at the top of the column (month/day/year).
- Enter initials under the date to indicate which tasks were completed and who completed the task.

Legend
3 X a week (3 times each week)
*Monthly
** Quarterly
*** Semi Annually (Seasonally)
**** Annually



CITY COUNCIL Staff Report

Meeting Date: 4/16/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Resolution No. 1431**, A Resolution to Adopting a Revised City of Canby Drug & Alcohol Policy for Use with DOT Regulated Employees
Goal: Plan a Transportation System That Eases the Impacts of Growth
Objective:

Summary

Consider adopting the updated Drug and Alcohol Policy for employees subject to Department of Transportation (DOT) regulations.

Background

As a recipient of state and federal grants for the operation and maintenance of Canby Area Transit, the City is required to maintain a current Drug and Alcohol Policy in compliance with the Federal Transit Administration (FTA) regulations, specifically 49 CFR Parts 40 and 655.

The policy has been reviewed by the State FTA auditor and revised to reflect current regulatory requirements. This resolution formally adopts the latest version of the policy (Revision 4).

Attachments

- Resolution No. 1431
- Updated Drug and Alcohol Policy

Fiscal Impact

No Fiscal Impact

Recommendation

Staff recommend the adoption of Resolution No. 1431 Adopting the Revised City of Canby Drug & Alcohol Policy.

Proposed Motion

"I move to adopt Resolution No. 1431, Adopting a Revised City of Canby Drug & Alcohol Policy for DOT Regulated Employees and repealing Resolution No. 1332."

RESOLUTION NO. 1431

A RESOLUTION ADOPTING A REVISED CITY OF CANBY DRUG & ALCOHOL POLICY FOR USE WITH DOT REGULATED EMPLOYEES AND REPEALING RESOLUTION NO. 1332.

WHEREAS, the City of Canby is committed to a safe and drug free workplace;

WHEREAS, for individuals performing safety-sensitive functions, an employee substance abuse testing program is mandated under U.S. Department of Transportation (DOT), and Federal Transit Administration (FTA) regulations;

WHEREAS, The Oregon State Management Plan for Public Transportation programs require certain grant sub recipients develop; and

WHEREAS, the City of Canby has these Drug and Alcohol Testing policies for safety and for compliance with the FTA regulations 49 CFR Parts 40 and 655 and Federal Transit Administration (FTA) regulations.

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

1. To adopt the City of Canby Drug & Alcohol Policy for Use with DOT Regulated Employees, attached hereto as Exhibit "A".
2. Resolution No. 1332 is hereby repealed.

This resolution shall take effect on April. 16, 2025.

ADOPTED by the Canby City Council on the 16th day of April, 2025.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

City of Canby

Drug and Alcohol Policy

Effective as of April 16, 2025

Adopted by: Canby City Council

Date Adopted: April 16, 2025

Last Revised: March 25, 2025

Table of Contents

Purpose of Policy.....	3
Covered Employees.....	7
Prohibited Conduct.....	7
Prohibited Substances.....	9
Consequences for Violations.....	10
Circumstances for Testing.....	10
Testing Procedures.....	15
Voluntary Self-Referral.....	16
Confidentiality and Information Disclosure.....	16
Evaluation and Referral.....	17
Consequences.....	17
Contact.....	17
Certificate of Acknowledgement.....	19

Purpose of Policy

The City of Canby ("CITY") is committed to a safe and drug-free workplace. For individuals performing safety sensitive functions, an employee substance abuse testing program is mandated under U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) regulations. These Drug and Alcohol Testing policies are for safety and compliance with the FTA regulations 49 CFR Part 655, as amended and 49 CFR Part 40, as amended.

Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

Any provisions in this policy that are included under the sole authority of **City of Canby and not under the authority of the above Federal regulations are in bold.**

This policy provides guidelines for circumstances under which this Department of Transportation (DOT) mandated testing will be conducted. All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. **Tests conducted under the sole authority of City of Canby will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.**

Reporting for work having consumed alcohol; or used illegal or prohibited drugs, on or off-duty; or controlled substances at a time, or in such quantities, or in a manner that may impair work performance is prohibited.

The covered employee may be subject to drug testing at any time during his/her work day. Random and Reasonable Suspicion alcohol testing will be conducted just before, during or just after performing safety-sensitive functions.

The following conditions and activities are expressly forbidden. **The manufacture, sale, use, or possession of alcohol, any controlled or illegal substance, or prohibited drug or any other substances that may impair job performance or pose a hazard, when use or possession occurs on CITY premises or property, or during work time, or while representing the CITY in any work-related fashion.**

For purposes of this policy, having any detectable level of an illegal or controlled drug in one's system while covered by this policy will be considered to be a violation and subject to discipline.

This policy includes communication of resources for employees who voluntarily seek assistance before an alcohol or drug dependency problem affects their work performance or is discovered through a drug and alcohol test.

Individuals covered by this policy have been provided with a copy of these DOT provisions and by your signature, you are verifying that you have read and understand the policy. Employees should note that in addition to the required DOT regulations they are also subject to any other CITY drug and alcohol policy.

Alcohol and Drug Problems

In some cases, alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Individuals who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. The individual is responsible for seeking help when needed, and prior to any discovery of a substance abuse problem on the job. The following Substance Abuse Professionals can provide help and referrals:

Katherine Hager

**All appointments scheduled virtually
503.428.7211**

In addition, the City offers an Employee Assistance Program, which is a free and confidential counseling and referral service for you. Assistance is available 24 hours a day by calling toll free 888-993-7650 or visiting www.deeroakseap.com.

Any tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations.

Education and Training

It is the CITY's policy that training and education programs will be made available to all covered employees and independent contractors. Covered employees will receive at least 60 minutes of training on the signs and symptoms of drug use, including the effects and consequences of drug use on personal health, safety, and the work environment. The training will also include manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Definitions

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

"Alcohol concentration (or content), BAC" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

"Alcohol use" means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

"Contractor" means a person or organization that provides a safety-sensitive service for a recipient, subrecipient, employer, or operator consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

"Covered Employee" means any person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an entity subject to 49 CFR Part 655.

"Drug" The drugs for which tests are required under 49 CFR Part 40 and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opioids.

"EBT (or evidential breath testing device)" means a device that is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

"Employer" means a person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with this part. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this part.

"FTA" means the Federal Transit Administration, an agency of the US Department of Transportation.

"Licensed Medical practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

"Medical Review Officer (MRO)" means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

"Performing (a safety-sensitive function)" means a covered employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

"Prohibited drug" Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at

levels above the minimum thresholds specified in 49 CFR Part 40, as amended

"Recipient" means a person/entity that receives Federal financial assistance under 49 U.S.C. 5307, 5309, or 5311 directly from the Federal Government.

"Refuse to submit (to an alcohol or drug test)" means that a covered employee:

- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fails to remain at the testing site until the testing process is complete; provided that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused the test. The testing process commences once the applicant has been provided with the specimen collection cup.
- Fails to attempt to provide a specimen for any drug or alcohol test required by 49 CFR Part 40 or DOT agency regulations. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen.
- Fails or declines to take a second test the employer or collector has directed.
- Fails to provide a sufficient amount of specimen when directed, unless it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure to provide.
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) under 40.193(d) for drug testing. In the case of pre-employment drug testing, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Fails to undergo a medical examination or evaluation, as directed by the Designated Employer Representative (DER) as part of the insufficient breath procedures outlined at 40.265(c).
- Fails to sign the certification at Step 2 of the alcohol testing form (ATF).
- Fails to cooperate (e.g., refuses to empty pockets when so directed by the collector, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process.
- Is reported by the MRO as having a verified adulterated or substituted test result.
- For an observed collection, fails to follow the observer's instructions to raise his/her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he/she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO that he/she has adulterated or substituted the specimen.
- Fail to remain readily available following an accident.
- Any refusal as reflected in this section constitutes a violation of employer policy.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4. This includes but may not be limited to drivers, dispatchers and fleet maintenance workers. These job classifications are considered safety-sensitive positions and individuals filling these positions are subject to this policy as a condition of employment. You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver’s license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes
- Dispatchers or persons controlling the movement of revenue service vehicles
- Any transit employee who operates a vehicle that requires a Commercial Driver's License to operate

Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service more than actual expense. See Attachment A for a list of positions covered by job title.

Prohibited Conduct

The following conditions and activities are expressly prohibited:

1. No covered employees shall report for duty or remain on duty at any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
2. No covered employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
3. No covered employees shall use alcohol while performing safety-sensitive functions.
4. No covered employee shall perform safety-sensitive functions within four hours after using alcohol. *On call employees* are prohibited from consuming alcohol during the specified hours that he/she is on-call. The following procedure shall be followed:
 - a) The opportunity for the covered employee to acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety-sensitive function.
 - b) The requirement that the covered employee take an alcohol test, if the individual has acknowledged the use of alcohol, but claims ability to perform his/her safety-sensitive function.
5. No covered employee shall refuse to submit to a drug and/or alcohol test required by 49 CFR Part 655 or 49 CFR Part 40. A refusal to test constitutes a positive test result.

6. No covered employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the individual uses any controlled substance, **except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the individual that the substance will not adversely affect his/her ability to safely and effectively perform his/her assigned duties.**
7. Prescription Drug Use: **The appropriate use of legally prescribed and non-prescription medications is not prohibited. However, the employee has the responsibility to discuss potential effects of any prescription medication in relation to his/her safety-sensitive job duties with the prescribing medical practitioner including its potential to impair mental functioning, motor skills, or judgment.**

The employee must refrain from performing any safety-sensitive function any time their ability to safely perform their job duties is adversely impacted by the use of a prescription medication or any time the prescribing medical practitioner indicated that the employee's fitness-for-duty may be compromised.

The use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to The Human Resources Director.

- a) **A legally prescribed drug means the employee has a prescription or other written approval from a medical practitioner for his/her use of a drug in the course of medical treatment. The written statement must include the employee's name, the name of the substance, quantity/amount to be taken, and the period of authorization.**
- b) **The misuse or abuse of prescription medication is prohibited. Examples of misuse and/or abuse include:**
 - **Use of a medication that is not prescribed for the employee.**
 - **The employee exceeds the prescribed dosage or frequency of use.**
 - **Use of medication for purposes other than their intended use.**
 - **Use of any medication that contains alcohol within four hours of performing safety-sensitive functions.**
 - **The use of any prescription medications that adversely impacts the employee's ability to safely perform his/her safety-sensitive job functions.**
- c) **In some instances, employees may be able to judge how a substance is impacting him/her. As such, the employee has the responsibility to inform the prescribing medical practitioner of performance altering side effects and request medical disqualification from performance of his/her safety-sensitive duties.**

The employee is encouraged to discuss/consider alternative treatments that do not have the performance altering side effects.

- d) **Additionally, an employee will be medically disqualified from the performance of safety-sensitive functions if the medical practitioner determines that the employee's medical history, current condition, side effects of the medication being prescribed and other indications pose a potential threat to the safety of coworkers, the public and/or the employee.**

- e) **The medical practitioner statements and any other medical information obtained through this process are confidential information and will be maintained in confidential medical files in the HR Manager's office.**

If, as a result of testing under this policy, the individual is found to have the presence of controlled substances in the body which is a result of the use of his/her legally prescribed medication that has not been reported, the individual shall be removed from service until it is determined that the use of medication will not impair his/her ability to safely and effectively perform assigned duties.

8. No covered employee shall report for duty, remain on duty, or perform a safety-sensitive function, if the individual tests positive for alcohol or prohibited drugs.

Other Related Alcohol Conduct

Although not a violation of USDOT-FTA regulation, following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Prohibited Substances

The manufacture, sale, use, or possession of alcohol, any controlled or illegal substance, or prohibited drug or any other substances that may impair job performance or pose a hazard, when use or possession occurs on CITY premises or property, or during work time, or while representing the CITY in any work-related fashion is prohibited.

Prohibited substances addressed by this policy include the following:

1. **Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance.**

This includes, but is not limited to marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

2. **Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a**

warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to The Human Resources Director and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- 3. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited.**

Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Circumstances for Testing

The covered employee may be subject to drug testing at any time during his/her work day, except pre-employment, and alcohol testing will be conducted just before, during or just after performing safety-sensitive functions.

In addition, any covered employee who receives a negative dilute test result will be required to submit a second test. Once notified the applicant/covered employee must proceed immediately to the collection site. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

Employees and/ or applicants will be subject to testing as follows:

Pre-Employment

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions. Covered employees will be tested for prohibited drugs and the employer must receive notification of a verified negative drug test result prior to the individual performing any safety-sensitive function. An individual may not transfer from a non-safety-sensitive function to a safety-sensitive function until he/she takes a drug test with a verified negative test result.

A covered employee who has not performed a safety-sensitive function for 90 consecutive calendar days, regardless of reason, and was removed from the random testing pool during that time, shall submit to a pre-employment drug test with a verified negative result prior to

resuming performance of safety-sensitive functions. If the applicant or employee's test is canceled, then he/she must take another pre-employment drug test. An applicant who tests positive on a pre-employment test will not be hired and will not be eligible to reapply for employment with the City of Canby.

Applicants are required (even if ultimately not hired) to provide the City of Canby with signed written releases requesting FTA drug and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. The City of Canby is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years.

If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide The City of Canby proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test. **This is a condition of employment. Refusing will result in the job offer being withdrawn.** If an applicant or transferring employee's test is canceled, then he/she must take another pre-employment drug test.

Random

The employer is using a consortium/third party administrator to facilitate the random selection and notification to the employer of the covered employee(s) and individual contractor(s) selected for testing. The consortium/third party administrator is:

Bio-Med Testing Service Inc.

3110 25th St. SE Salem, OR 97302

503-585-6654 email: info@bio-medtesting.com

Covered employees and individual contractors will be subject to random alcohol and drug testing under the following program:

1. Random selection of covered employees and individual contractors will be made by a scientifically valid method using a computer-based random number generator that is matched with the individual's Employer identification number.
2. Each covered employee shall have an equal chance of being drawn each time selections are made.
3. Selections for testing are unannounced and reasonably spread throughout the calendar year.
4. Random selections are made to ensure testing for prohibited drugs is conducted at not less than the minimum annual rates, as established by the Federal Transit Administration (FTA). The current year random testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.
5. A covered employee shall only be randomly tested for alcohol just before, during, or just after performing safety-sensitive functions, however, he/she may be tested for prohibited

drugs anytime while performing work for the employer.

6. Once a covered employee is notified of selection for random alcohol and/or drug testing he/she shall proceed to the test site immediately.
7. Random drug and alcohol tests conducted under this part are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing is conducted at all times of the day when safety sensitive functions are performed.

Reasonable Suspicion

All covered employees will be tested for alcohol and/or drugs whenever the employer has reasonable suspicion that the individual has used a prohibited drug and/or engaged in alcohol misuse.

Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the covered employee's behavior occurs anytime during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the covered employee's behavior has been made during, just preceding, or just after the employee was performing any safety-sensitive function.

Reasonable Suspicion documentation is evaluated by the HR Director (or the City Administrator, if the supervisor in question is the HR Director) to prevent abuse of Reasonable Suspicion testing. In the interest of safety, such review may occur after removing the employee from service and sending the employee to testing.

The alcohol test must be completed within two (2) hours of the observation, if not, the CITY must document the reasons for the delay and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours the attempt to test will cease, and the CITY must again provide the reasons for the test not being administered.

If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

Supervisors and any CITY representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60-minute training on the indicators of probable alcohol misuse. Only those individuals who have received this two (2) hours of training are qualified to make these decisions.

Post Accident

As soon as practicable following an accident, each surviving covered employee on duty in the vehicle at the time of the accident shall be tested for prohibited drugs and alcohol. Any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information at the time of the decision, shall be tested for prohibited drugs and alcohol per the following accident type and conditions:

FTA Drug and Alcohol Policy – City of Canby

1. If the accident involved the loss of human life (fatality).
2. If the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident.
3. If the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Disabling damage includes any damage, which precludes the departure of a motor vehicle from the scene of an accident in its usual manner in daylight after simple repair. This includes damage to vehicles that could have been driven but would have been further damaged by such movement (i.e. limped away).

A covered employee may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident, if not, the covered employee or independent contractor must advise the CITY of the reasons for the delay and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will cease, and the individual must again provide the reasons for the test being administered.

If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames. Upon request, these records shall be submitted to the FTA Administrator.

A drug test shall be administered as soon as practicable following the incident, up to 32 hours following the accident. After 32 hours the attempt to test will cease, and the covered employee or individual contractor must provide the reasons for the test not being administered properly.

All covered employees will be required to undergo drug and alcohol testing if they are involved in an accident with a transit vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.

A post-accident test of the operator will be conducted if a non-fatal accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident. Additionally, any other covered employee will be tested whose performance cannot be completely discounted as a contributing factor to the accident.

A covered employee must remain readily available for testing or may be deemed by the CITY to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that the CITY is unable to perform a drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the CITY may use drug and alcohol post-accident test results administered by local, state, or federal law enforcement

officials in lieu of the test. The local, state, or federal law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

Return to Duty

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete an SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-Up

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing. If a follow-up drug test is required, it shall be conducted under direct observation.

Failure to Cooperate

Individuals who are subject to this policy are expected to comply fully with any required testing as a condition of employment. Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment.

No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP and the employer.

This will also be considered a violation of CITY policy that will subject the individual to discipline, up to and including termination of employment and/or contract.

The CITY also reserves the right to involve law enforcement officials for any conduct it believes might be in violation of local, state or federal law.

Testing Procedures

Drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended. Detailed collection and alcohol testing procedures are available to all covered employees and can be obtained from the HR Director.

Medical Review

All drug test results will be reviewed by a Medical Review Officer (MRO) before being reported to the CITY. The MRO will attempt to contact the covered employee to discuss the test results before reporting positive results to the CITY.

The Medical Review Officer for the City of Canby is:

Dr. Matthew Noble

Bio-Med Testing Service Inc.

3110 25th St. SE Salem, OR 97302

503.585.6654

Notification of Results

The CITY will notify the affected covered employee of any alcohol or drug test that is reported positive by the BAT or MRO and will immediately remove the employee from performing safety-sensitive functions. An employee may request a copy of drug test results from the CITY with a written request.

Reanalysis of Original Specimen or Split Specimen Retest

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample.

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. The City of Canby will ensure that the cost for the split specimen is covered for a timely analysis of the sample, however The City of Canby will seek reimbursement for the split sample test from the employee.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct The City of Canby to retest the employee under direct observation.

Dilute Urine Specimen

If there is a negative dilute test result, City of Canby will conduct one additional retest. The result of the second test will be the test of record. Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused

a drug or alcohol test may voluntarily refer her or himself to the Human Resources Director who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

Confidentiality and Information Disclosure

Drug/alcohol testing records shall be maintained by the City of Canby Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

- Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
- Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- Records will be released to the National Transportation Safety Board during an accident investigation.
- Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- Records will be released if requested by a Federal, state or local safety agency with regulatory authority over City of Canby or the employee.
- If a party seeks a court order to release a specimen or part of a specimen contrary to any

provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

- In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

Evaluation and Referral

DOT regulations require that any covered employee who violates the prohibitions of the alcohol and drug rules of 49 CFR Part 655 or Part 40 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. In addition to the CITY's Employee Assistance Program, the following Substance Abuse Professional can provide help and referrals:

Katherine Hager

**All appointments scheduled virtually
503.428.7211**

Consequences

Employees violating this policy or federal regulations will be prohibited from performing any safety-sensitive functions as defined by this policy and may be subject to disciplinary action up to and including termination of employment. The CITY also reserves the right to involve law enforcement officials for any conduct, which it believes might be in violation of local, state or federal law.

Contact

If you have any questions about this policy or the regulations, you may contact the Designated Employer Representative (DER): - City of Canby HR Director 503.266.0635.

This policy replaces and supersedes any previously distributed policy. The policy has been approved by:

Signature

Printed Name and Title

Date

Revision 1 effective April 1, 2015 - Resolution #1212

Revision 2 effective January 1, 2018 - Resolution #1281

Revision 3 effective March 18, 2020 - Resolution #1332

Revision 4 effective April 16, 2025 - Resolution #

**CITY OF CANBY, OREGON DRUG AND ALCOHOL POLICY
FOR USE WITH DOT REGULATED EMPLOYEES**

CERTIFICATE OF ACKNOWLEDGEMENT

I hereby acknowledge that I was notified that the City of Canby would require me to complete a pre- employment drug test.

CERTIFICATE OF RECEIPT

I hereby certify that on the date shown below I received a copy of City of Canby Drug and Alcohol Policy for Use With DOT-Regulated Employees, consisting of thirteen (13) pages plus these Certificates of Receipt, and a copy of drug and alcohol awareness training materials. I agree to comply with this policy, including any required alcohol or drug testing.

CERTIFICATE OF TRAINING

I hereby certify that I have reviewed the drug and alcohol awareness training materials included with City of Canby Drug and Alcohol Policy.

Signature

Printed Name and Title **Date**

DO NOT WRITE BELOW THIS LINE – OFFICE USE ONLY

Time and Date of Pre-employment Test: _____

Time and Date Test Result Received: _____

Reported By: _____

Date Hired: _____

FTA Drug and Alcohol Policy – City of Canby

(Original to be kept in employee file.)
(Employees will receive duplicate copy.)

Contract Attorney Charges by Month

