

**AGENDA  
CANBY CITY COUNCIL**

**Work Session 6:00 PM – Virtual Meeting/ Council Chambers**  
**Regular Meeting 7:00 PM - Virtual Meeting/ Council Chambers**  
*Meetings can be viewed on CTV Channel 5 or YouTube*

**July 15, 2020**  
**222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor**  
**Mayor Brian Hodson**

**Council President Tim Dale**  
**Councilor Trygve Berge**  
**Councilor Traci Hensley**

**Councilor Greg Parker**  
**Councilor Sarah Spoon**  
**Councilor Shawn Varwig**

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**Work Session – 6:00 PM**

- 1. CALL TO ORDER**
- 2. DISCUSSION REGARDING POLICE DEPARTMENT POLICIES – CHIEF SMITH**
- 3. ADJOURN**

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**Regular Meeting – 7:00 PM**

- 1. CALL TO ORDER**
- 2. PRESENTATIONS**
  - a. Swearing in of New Police Officer
  - b. Canby Disposal Rate Increase Proposal Pg. 1
- 3. COMMUNICATION**
- 4. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. **\*\*\*If you would like to speak virtually or in person, please email or call the City Recorder by 5:00 pm on July 15<sup>th</sup> with your name, the topic you'd like to speak on and contact information: [bissetm@canbvoregon.gov](mailto:bissetm@canbvoregon.gov) or call 503-266-0733. Once your information is received, you will be sent instructions to speak. Please note that Council will be attending this meeting virtually.**
- 5. MAYOR'S BUSINESS**
- 6. COUNCILOR COMMENTS & LIAISON REPORTS**

7. **CONSENT AGENDA:** This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.
- a. Approval of Minutes of the June 17, 2020 City Council Regular Meeting. Pg. 3
  - b. New Limited On-Premises OLCC Liquor License for B’s Bake Shoppe. Pg. 12
  - c. Appointment of Jessica Hines to the Library Board. Pg. 16
  - d. Appointment of Warren Holzem, Alex Vice, Paul Waterman to the Transit Pg. 19 Advisory Board.

**8. RESOLUTIONS & ORDINANCES**

- a. **Resolution No. 1339:** A Resolution authorizing a rate increase and establishing a new rate schedule for garbage collection by Canby Disposal within the City of Canby. Pg. 24
- b. **Resolution No. 1340:** A Resolution to ratify the contract between the City of Canby (City) and the Local 350-6 AFSCME Council 75 AFL-CIO (Union) for the period from July 1, 2020 through June 30, 2021; and repealing Resolution No. 1273. Pg. 33
- c. **Ordinance No. 1530:** An Ordinance authorizing the Mayor and Interim City Administrator to execute a contract with CURRAN-McLEOD, Inc. Consulting Engineers for engineering services to complete improvements to N Locust Street Reconstruction; and declaring an emergency. *(First Reading)* Pg. 61
- d. **Ordinance No. 1531:** An Ordinance granting a nonexclusive franchise to Canby Telephone Association (DirectLink) to provide telecommunication services within the City of Canby; and establishing an effective date. *(First Reading)* Pg. 79
- e. **Ordinance No. 1532:** An Ordinance granting a nonexclusive franchise to Canby Telephone Association (DirectLink) to provide cable television service within the City of Canby; and establishing an effective date. *(First Reading)* Pg. 86

**9. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS**

- a. Bi-Monthly Reports – in packet Pg.163

**10. CITIZEN INPUT**

**11. ACTION REVIEW**

**12. 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 Melissa Bisset at 503.266.0733. A copy of this Agenda can be found on the City’s web page at [www.canbyoregon.gov](http://www.canbyoregon.gov). **City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5.** For a schedule of the playback times, please call 503.263.6287.

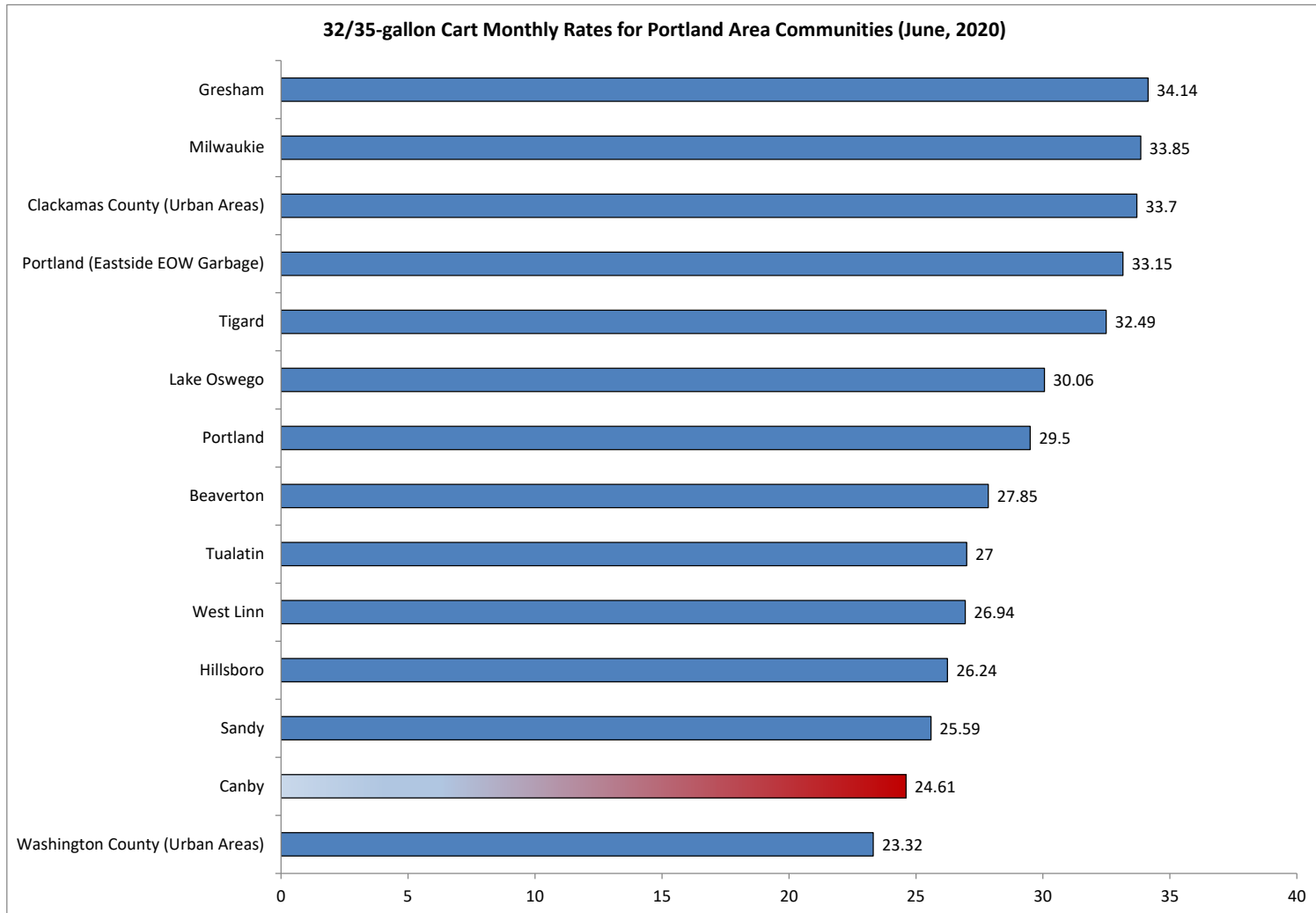
**\*\*We are requesting that rather than attending in person you view the meeting on CTV Channel 5 or on YouTube: <https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>**  
**If you do not have access virtually,**  
**there are a small number of chairs provided inside to allow for physical distancing.**

# Canby Disposal Company, Inc. Rate Increase Briefing Meeting

## Agenda

- Review of Fiscal 2019 financial results
  - ✓ Canby Disposal lost 5.70% (\$181,576) in calendar 2019
  - ✓ Recycling markets have not recovered from the loss of China demand
- Analysis of revenue requirements
  - ✓ Modeling indicates the Company needs a 20.1% general rate increase
  - ✓ This implies a \$4.95 per month rate increase for the 35-gallon cart customer
- Proposal to phase in general rate increases on September 1, 2020 and March 1, 2021
  - ✓ Raise rates by 10% on September 1<sup>st</sup> – 35-gallon cart increase of \$2.47 per month
  - ✓ Raise rates by 10% on March 1, 2021 – 35-gallon cart increased again by \$2.47 per month
  - ✓ By March 1, 2021, the 35-gallon cart rate will be \$29.56 per month; the current rate is \$24.61 per month

### Neighboring communities' garbage and recycling rates



**CANBY CITY COUNCIL  
REGULAR MEETING MINUTES  
June 17, 2020**

**Due to COVID-19 Pandemic, the Mayor and City Councilors attended the meeting virtually. The public was asked to view the meeting live on CTV Channel 5 or on YouTube. Seating was available in the Council Chambers in compliance with the Governor's Executive Order regarding social distancing measures to be taken.**

**PRESIDING:** Mayor Brian Hodson.

**COUNCIL PRESENT:** Trygve Berge, Tim Dale, Greg Parker, Sarah Spoon, and Shawn Varwig.

**COUNCIL ABSENT:** Traci Hensley

**STAFF PRESENT:** Amanda Zeiber, Interim City Administrator; Joseph Lindsay, City Attorney; Julie Blums, Finance Director and Melissa Bisset, City Recorder.

**OTHERS PRESENT:** None.

**CALL TO ORDER:** Mayor Hodson called the Regular Meeting to order at 7:02 p.m.

**COMMUNICATION:** City Recorder Melissa Bisset stated the Mayor & four Council positions would be on the November 3, 2020 ballot. The filing period had opened for the positions. Candidates first turn in a Candidate Filing form to the City Recorder along with the SEL Candidate Signature Sheet. Candidates may not begin collecting signatures until the City Recorder has reviewed and approved in writing, the filing and signature sheets. Interested candidates should email or call the City Recorder to schedule an appointment.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** It was publically noticed that Council would be attending the meeting virtually and written comments and input on agenda items were accepted until 5:00 p.m. on Wednesday, June 17.

Paul Ylvisaker, Canby Resident, expressed concern with Ordinance No. 1489. He asked if it was the Canby School District that made the decision to use fireworks for graduation. Mayor Hodson understood it to be a High School/ School District decision. Mr. Ylvisaker read language from Ordinance No. 1489, #4. "Sounds produced by sound-amplifying equipment at activities, including fireworks and other explosive devices at football games, sponsored by Canby School District..." Mr. Ylvisaker thought that meant a singular thing, fireworks could be used at just the football games. He asked if his interpretation was incorrect and Mayor Hodson responded that it was not. Mr. Ylvisaker asked if a variance had been requested for using the fireworks at the graduation. No noise variance request had been submitted.

He then read from Section 2. "Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to enact this ordinance as soon as possible due to events scheduled in early September, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading." He noted that the Ordinance was approved in August 2018. He felt that there was a problem. He asked for further discussion.

Mayor Hodson stated he had conversation with the City Attorney about the firework piece that coincided with graduation events for the High School. There would be a follow up and conversation with the School District and the School Board.

Mayor Hodson stated he appreciated the challenges considering the current circumstances.

Mr. Ylvisaker stated it wasn't the first time it had happened and it had been an ongoing problem and damage had been done and it needed to stop.

Councilor Spoon stated that she had a discussion with Mr. Ylvisaker on the phone about the situation and she appreciated hearing that the Police Department stopping by to give Mr. Ylvisaker notice of the fireworks. Mr. Ylvisaker noted that he and his family support the Police Department.

Councilor Spoon felt it was kind of the Police to notify Mr. Ylvisaker of the fireworks but felt there was an inconsistency with a rule that was expected to be followed and the School District did not request a variance and the enforcement agency notified a citizen that a rule was not going to be followed. She wanted all citizens to be treated fairly in the process.

Mr. Ylvisaker responded that he appreciated the notice and supported the Police Department.

Councilor Spoon noted that the Canby Police Force was courteous and looks out for their people. She wants the Police to enforce the rules.

**MAYOR'S BUSINESS:** Mayor Hodson announced there would be construction along Highway 99. There would be rut repair and paving during the following two nights. It was a precursor to a larger paving project in 2021-2022. Governor Brown put out new guidance related to reopening. She had tied Clackamas County to Multnomah and Washington County. This meant that Clackamas County would not be able to apply for Phase 2 until the other counties were also ready to go into Phase 2. It would also be mandatory for masks to be worn in public places. He stated there were still a lot of questions about what it means for Canby and enforcement. He did not see Canby Police enforcing the mask requirement but would confirm with the City Attorney. He stated that there are many spikes of coronavirus in the state.

City Attorney Lindsay clarified that the mask requirement was for indoor public spaces.

Mayor Hodson shared there had been a Parks and Recreation virtual meeting on Monday and they discussed the Splash Pad, Wayside Master Plan, and Locust City Park. There would be money for redoing playground equipment at Locust City Park. They discussed work at pond located in Community Park. They were also looking at Maple Street Park upgrades.

Councilor Spoon shared there was a resignation on the Transit Advisory Board. A few applications had been received. She encouraged citizens to apply for the Board.

Councilor Spoon sent her thoughts and prayers to Hope Village as they had 69 people infected with coronavirus and there had been seven deaths. She noted that many were longtime members of the community.

Councilor Spoon had ideas about action items related to current events and asked if she could have coffee with the Mayor to further discuss. Mayor Hodson stated that he would see what he could do with scheduling a meeting with Councilor Spoon.

Councilor Parker stated that the Fair Board had received sufficient donations to proceed with a permanent drive-in Movie Theatre. A touchless ticket program had been purchased and they were working with Canby Cinema. It was moving forward and they were hoping to be ready by August.

The Adult Center had started having meetings again. There was still no on-site programming. He noted that the Meals on Wheels was being operated and it was important. He expressed thanks to the drivers and kitchen staff. The Adult Center had a weekly check-in program with those who normally attend their events.

Councilor Parker appreciated that the Wayside Park planning was still moving forward. He reread the 17 year old Master Plan and the Phase One still held up. There were cost projections in the Plan. He felt that they should dedicate a modest amount of money to bring someone in and take a look at the costs and move forward with project. He reminded Council that in the visioning session with the community the number one thing citizens said was that they wanted more trails.

Councilor Parker expressed empathy for the people who at Hope Village and for first responders. He noted that it was hard times.

Council President Dale shared that Canby Utility Board had just approved their next fiscal year budget. The Utility was in good financial shape. They work with the City on their growth projections. They budgeted based on 85 new homes across three subdivisions, one apartment complex and two commercial buildings in the industrial park. He shared there were a couple of server farms served by Canby Utility which had resulted in half a million dollars in annual power revenue. There should be a modest water rate increase in the fall. Canby Utility had done a land sale and shift. The power side had sold their interest to the water side which would secure a

place for a future water treatment plant. They were moving forward with Phase 2 of the on construction of the 4<sup>th</sup> and Pine headquarters and shops. Canby Utility was turning 50 years.

Councilor Varwig stated the Library Board had a virtual meeting the previous night. Canby Fire Board was also meeting virtually.

Councilor Berge expressed thanks to Planning Director Sandy Freund. She had been awarded a \$50,000 grant from the Department of Land Conservation and Development to conduct an Economic Opportunities Analysis. They would be contracting with consultants and there would be a project advisory committee.

Interim City Administrator Zeiber asked that two councilors to participate on the project committee. She would be sending an email to the Council for two volunteers.

### **COUNCILOR COMMENTS & LIAISON REPORTS:**

**CONSENT AGENDA: \*\*Council President Dale moved to adopt the Minutes of the June 3, 2020 City Council Work Session and Regular Meeting and the reappointment of Mark Triebwasser to the Parks and Recreation Advisory Board. Seconded by Councilor Varwig and passed 5-0.**

### **PUBLIC HEARING REGARDING STATE REVENUE SHARING FUNDS.**

Mayor Hodson read the Public Hearing statement.

He stated that all interested persons in attendance would be heard on the matter. In compliance with Executive Order No. 20-16 related to public meetings during Coronavirus Outbreak - opportunity was given to sign up or provide testimony by 5:00 p.m. today. No request for comment or testimony was received by the City Recorder and no one from the public was present in the Council Chambers.

Finance Director Blums stated that the Resolution was to allot State Revenue Sharing Funds. Every municipality was required to affirm that they would like to receive the funds from the State. The Public Hearing was an opportunity for the Public to weigh in if there was something specific they would like the funds to be used on.

Mayor Hodson opened the Public Hearing at 7:40 p.m.

There were no comments.

Mayor Hodson closed the Public Hearing at 7:41 pm



## **PUBLIC HEARING REGARDING 2020-2021 FY BUDGET AS APPROVED BY BUDGET COMMITTEE**

Finance Director Blums stated that Council must approve a Resolution in order to adopt the Budget. The Budget Committee met twice and reviewed the proposed budget that the Staff had prepared. There was one change to where a position would be funded. The Council had the opportunity to review the budget and make any changes.

Mayor Hodson noted that the budget was available publically on the website.

Finance Director Blums stated there were revenue projections that had to be revised once COVID-19 hit. It was a fairly status quo budget. There was a position that would be filled that had been budgeted for over the last couple of years but had not yet been filled. Capital projects would still be done. There would be an impact to revenues due to the impact of COVID. There has been approximately a 25 percent reduction and it may need to be reevaluated depending on how long the pandemic continued.

Mayor Hodson commended Finance Director Blums, the City Staff and Council. He noted that reserves were ran pretty low in 2008 and 2009 and the City worked hard to build the reserves back up. It had put the City in a position to financially weather the COVID storm. He thanked the City Team for keeping things moving forward.

Mayor Hodson opened the public hearing at 7:49 p.m.

There were no comments.

Mayor Hodson closed the public hearing 7:49 p.m.

### **RESOLUTIONS & ORDINANCES**

**Resolution No. 1334:** A Resolution adopting a Supplemental Budget for the 2019-2020 Fiscal Year.

Finance Director Blums explained there was a situation related to the PERS Employer Incentive Fund Program that arose in the last couple of weeks. The money that was allocated for the matching funds through the Employer Incentive Fund Program may not be available on July 1. The State may un-appropriate them for that purpose and use somewhere else. If the City were to make the contribution by June 30 then the City would receive the matching funds. If the City were to wait until July 1, there would be a risk that the City would not receive the matching funds. Ms. Blums was not sure that it was a risk the City would want to take. The City could wait but Ms. Blums was concerned that the opportunity would be defunded and the City would lose the chance of the 25 percent match.

There was additional money to appropriate from the SDC Fund to transfer to the Sewer Fund for the pump station and it was a timing issue. It was thought that the project would carry over into the follow year, but it was going to be completed thin the current year. There was some additional money on the S. Ivy Street pump project and an additional \$5,000 for COVID line items where the City was accumulating all of the expenditures. \$15,000 had already has been spent. Ms. Blums received notification that through the CARES Act, the funds had been approved to be reimbursed.

Mayor Hodson stressed the aspect of the PERS contribution and that it would be a substantial savings.

Councilor Varwig stated that he just wanted to make sure that the \$300,000 would go back into the reserves. It was noted that those funds wouldn't be spent the following year.

Council President Dale stated that he would like the funds to be reflected in the adopted budget.

Mayor Hodson agreed that it should be memorialized.

Ms. Blums explained that there was money sitting in an internal reserve that had been put away for several years and that money would be taken to put into an account directly with PERS where it will over time earn better interest than what the City could earn in the City's bank account and in return, the City would receive a 25 percent match on the funds from the State that would be used to offset future rate increases to PERS rates.

**\*\*Councilor Varwig moved to adopt Resolution 1334, A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE 2019-2020 FISCAL YEAR. Motion was seconded by Councilor Berge and passed 5-0.**

**Resolution No. 1335:** A Resolution declaring the City's election to receive State Revenue for Fiscal Year 2020-2021.

Ms. Blums explained that it was an annual resolution that needed to be approved by the City Council in order to receive State Revenue.

**\*\*Council President Dale moved to adopt Resolution 1335, A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE FOR FISCAL YEAR 2020-2021. Motion was seconded by Councilor Varwig and passed 5-0.**

**Resolution No. 1336:** A Resolution adopting the Budget, making Appropriations, and imposing and categorizing taxes for the 2020-2021 Fiscal Year.

Ms. Blums provided a revised resolution. She explained that it changed the total appropriations for all funds from \$32,212,195 and \$31,724,293. She noted that the portion that imposes and categorizes the tax is a requirement by the State that the permanent rate must be designated for

both the City's and the local option rate. The City's permanent rate is 3.4886 per \$1,000 and the local option levy for the Swim Center is 0.49 per \$1,000 of assessed property value. She noted that there is no debt on it and the City's rates are part of the general government limitation which is a total of \$10 per \$1,000 of real market value.

Mayor Hodson stated City Staff starts working on the budget at the beginning of the calendar year. A proposed budget is typically received by the Budget Committee members at the end of April. One of the graphs he found interesting was on page 52; it was a breakdown where a dollar of property taxes goes – the City received 25 percent. Other revenue was from utility fees, intergovernmental fees and taxes, charges for services, grants and donations, franchise fees, infrastructure fees, transient room taxes, and interest.

**\*\*Councilor Berge moved to adopt Resolution 1336, A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES FOR THE 2020-2021 FISCAL YEAR. Motion was seconded by Councilor Spoon and passed 5-0.**

**Resolution No. 1337:** A Resolution authorizing an Interfund Loan from the Cemetery Perpetual Care Fund to the Library Fund in the amount of \$500,000 and authorizing repayment of the Interfund Loan in Fiscal Year 2020-2021.

Ms. Blums explained that the Library runs on a tight budget and there was not enough cash flow between July 1<sup>st</sup> and January to keep the Library open because they did not receive their big source of revenue until January from the County. The loan was done from the Perpetual Care Fund to keep them afloat and then it was paid back once their tax revenue is received from the County.

Councilor Parker shared that it used to be that the Library Fund would carry a balance in reserves to cover the expense. Ms. Blums responded that there was no reserve to use in the Library Fund.

Council President Dale noted that the loan earned interest.

**\*\*Councilor Berge moved to adopt Resolution 1337, A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY PERPETUAL CARE FUND TO THE LIBRARY FUND IN THE AMOUNT OF \$500,000 AND AUTHORIZING REPAYMENT OF THE INTERFUND LOAN IN FISCAL YEAR 2020-2021. Motion was seconded by Councilor Varwig and passed 5-0.**

**Resolution No. 1338:** A Resolution extending Workers Compensation coverage to volunteers of the City of Canby and repealing Resolution 1313.

Interim City Administrator Zeiber stated each year a resolution is done to extend workers compensation coverage to volunteers. It covers Boards and Commission members and other volunteers that work on projects such as events, parks projects and Library volunteers. It was a

standard form that was used every year. She noted that the Independence Day Celebration was still listed but it was a placeholder for an event that we may have, it did not necessarily have to be that specific event. The hours and events were tracked and are reported back to City County Insurance Services (CIS) at the end of the year.

Councilor Parker commented that the Fair Board just adopted their budget and the insurance rates when down by about 40 percent because they projected that there would not be many events. He asked about future assessments. Ms. Zeiber responded that at the beginning of each fiscal year and actual is reported at the end of the year. It was anticipated that there would be reductions in the rate.

Ms. Zeiber clarified that the resolution was required by CIS and must be in place for them to extend coverage Workers Compensation Coverage. It was noted that CIS provides full coverage.

**\*\*Councilor Varwig moved to adopt Resolution 1338, A RESOLUTION EXTENDING WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CANBY AND REPEALING RESOLUTION 1313. Motion was seconded by Councilor Berge and passed 5-0.**

## **ORDINANCES**

**Ordinance No. 1528:** An Ordinance authorizing the Mayor and Interim City Administrator to execute a contract with Master Cleen, Inc. for Janitorial Services for various City Facilities, not to exceed \$60,583.00; and repealing Ordinance 1509. *(Second Reading)*

**\*\*Council President Dale moved to adopt Ordinance 1528, AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$60,583.00; AND REPEALING ORDINANCE 1509. Motion was seconded by Councilor Varwig and passed 6-0 by a roll call vote.**

**Ordinance No. 1529:** An Ordinance authorizing the Mayor And Interim City Administrator To Execute A Contract With Kintechnology, Inc. To Continue To Provide Computer Technical Services For The City, Not To Exceed \$110,000.00; And Repealing Ordinance 1506 *(Second Reading)*

**\*\*Council President Dale moved to adopt Ordinance 1529, AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY, NOT TO EXCEED \$110,000.00; AND REPEALING ORDINANCE 1506. Motion was seconded by Councilor Berge and passed by a roll call vote 5-0 with one abstention (Councilor Varwig).**

## CANCELLATION OF JULY 1, 2020 CITY COUNCIL MEETING

There was a consensus by the Council to cancel the July 1, 2020 City Council Meeting.

### **ACTION REVIEW:**

1. Approved the Consent Agenda.
2. Approved Resolution No. 1334.
3. Approved Resolution No. 1335.
4. Approved Resolution No. 1336.
5. Approved Resolution No. 1337.
6. Approved Resolution No. 1338.
7. Approved Ordinance No. 1528.
8. Approved Ordinance No. 1529.
9. Cancelled the July 1, 2020 City Council Meeting.

The meeting adjourned at 8:35 p.m.

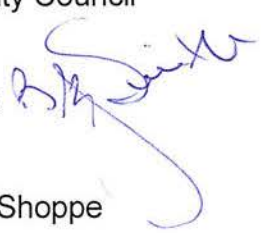
Mayor Hodson stated the City Council would convene into Executive Session pursuant to ORS to ORS 192.660 (2)(d), which allows the Agency to meet in Executive Session to discuss those topics. They would not reconvene into open session.

Melissa Bisset, CMC  
City Recorder

Brian Hodson  
Mayor

# Memo

To: Mayor Brian Hodson & Members of City Council  
From: Bret J. Smith, Chief of Police  
CC: Melissa Bisset, General Administration  
Date: June 19, 2020  
Re: Liquor License Application / B's Bake Shoppe



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I have reviewed the attached liquor license application completed by Bethany Zito, for the business, "B's Bake Shoppe", located at 113 NW 2<sup>nd</sup> Avenue, Canby, Oregon 97013. Bethany and David Zito are the listed owners who are responsible to manage/operate the business.

On June 19, 2020, I spoke with Bethany Zito and we discussed the expectations and responsibilities involving the sale of alcoholic beverages. She told me she and her husband (David) are aware any employee/person selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages. She said they have prior experience serving alcoholic beverages. Furthermore, she said they know there are consequences for failure to comply with rules as set forth by Oregon State Law. She said any staff member serving alcoholic beverages will be trained on the OLCC laws.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



# LIQUOR LICENSE APPLICATION

Pd 6/18/20 #1049  
#100 J

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp: <u>6/18/2020</u>
<input type="checkbox"/> Brewery 2nd Location	Name of City or County: <u>Canby</u>
<input type="checkbox"/> Brewery 3rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1st Location	By: _____
<input type="checkbox"/> Brewery-Public House 2nd Location	Date: _____
<input type="checkbox"/> Brewery-Public House 3rd Location	<b>OLCC USE ONLY</b>
<input type="checkbox"/> Distillery	Date application received: <u>6/2/20</u>
<input type="checkbox"/> Full On-Premises, Commercial	By: <u>SR</u>
<input type="checkbox"/> Full On-Premises, Caterer	License Action(s):  N/O
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input checked="" type="checkbox"/> Limited On-Premises	
<input type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Zito Gruppo LLC (Applicant #1)      ~~Bethany Zito~~ (Applicant #2)

David Zito (Applicant #3)      \_\_\_\_\_ (Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

B's Bake Shoppe

4. Business Address (Number and Street Address of the Location that will have the liquor license)

113 NW 2nd Ave

City <u>Canby</u>	County <u>Clackamas</u>	Zip Code <u>97013</u>
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OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

Applicant Name: Bethany Zito Phone: [Redacted]
Trade Name (dba): B's Bake Shoppe
Business Location Address: 113 NW 2nd Ave
City: Canby ZIP Code: 97013

DAYS AND HOURS OF OPERATION

Business Hours: Sunday 8am to 6pm, Monday 7am to 6pm, Tuesday to, Wednesday to, Thursday 7am to 6pm, Friday 7am to 10pm, Saturday 8am to 10pm
Outdoor Area Hours: Sunday 8am to 6pm, Monday 7am to 6pm, Tuesday to, Wednesday to, Thursday 7am to 6pm, Friday 7am to 10pm, Saturday 8am to 10pm
The outdoor area is used for: [X] Food service Hours: 7am to 10pm, [X] Alcohol service Hours: 7am to 10pm, [ ] Enclosed, how
The exterior area is adequately viewed and/or supervised by Service Permittees. (Investigator's Initials)

Seasonal Variations: [X] Yes [ ] No If yes, explain: hours may be reduced during winter seasons, may open other two days once established, outdoor area limited to weather

ENTERTAINMENT

- Check all that apply: [ ] Live Music, [X] Recorded Music, [ ] DJ Music, [ ] Dancing, [ ] Nude Entertainers, [ ] Karaoke, [ ] Coin-operated Games, [ ] Video Lottery Machines, [ ] Social Gaming, [ ] Pool Tables, [ ] Other: Pandora or Spotify

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday to, Monday to, Tuesday to, Wednesday to, Thursday to, Friday to, Saturday to

SEATING COUNT

Restaurant: 25 Outdoor: 8
Lounge: Other (explain):
Banquet: Total Seating: 33

OLCC USE ONLY
Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.
Applicant Signature: [Redacted] Date: 11/11/2020



16. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No     Yes (Please include explanation below)     Unsure (Please include explanation below)

---

17. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the U.S.?

No     Yes (Please include explanation below)     Unsure (Please include explanation below)

---

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.  
 Yes Please answer questions 19, 20, and 21.

---

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No     Yes (Please include explanation below)     Unsure (Please include explanation below)

---

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?


No     Yes (Please include explanation below)     Unsure (Please include explanation below)

---

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No     Yes (Please include explanation below)     Unsure (Please include explanation below)

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST) <u>Zito</u>	(FIRST) <u>Bethany</u>	(MIDDLE) <u>Lee</u>
Signature: 	Date: <u>06/01/2020</u>	



# City of Canby

PO Box 930  
222 NE 2nd Ave  
Canby, OR 97013

Phone: 503.266.4021  
Fax: 503.266.7961  
www.canbyoregon.gov

## City Council Staff Report

DATE: July 15, 2020  
TO: Honorable Mayor Hodson and City Council  
THRU: Amanda Zeiber, Interim City Administrator  
FROM: Melissa Bisset, City Recorder  
ITEM: Canby Library Board Appointment

---

### Summary

Roger Reif's second consecutive term from the [Library Board](#) ended on June 30 from the creating a vacancy. The position was advertised and two applications were received.

### Background

The Canby Library Board was established through Ordinance and amended by [Ordinance No. 1498](#) on December 5<sup>th</sup>, 2018. The Canby Library Board has several powers and duties outlined in [the Canby Municipal Code § 2.20.060](#) including developing long-range plans for library service and facilities and recommending policies and procedures. The Commission is made up of seven members who serve four year terms and members are limited to two consecutive terms. Ordinance No. 1498 explains that members are to be appointed by the City Council upon recommendation of the Board Chairperson and City Council liaison to the Library Board.

### Discussion

Roger Reif completed a second term of service on the Library Board on June 30, 2020. Two candidates applied for the vacancy. Interviews were conducted on July 7<sup>th</sup> with the Library Chair Carol Palmer and Library Director Irene Green.

### Attachments

Application of Jessica Hines.

### Fiscal Impact

None.

### Options

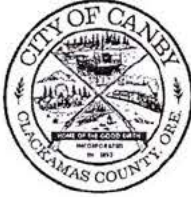
1. Appoint Judi Jarosh to the Canby Library Board.
2. Take no action.

### Recommendation

The Council Liaison and Board Chair recommend that Jessica Hines be appointed to the Canby Library Board.

**Proposed Motion**

This item is under the consent agenda and one motion will be made to approve the consent agenda unless this item is moved off of the consent agenda for discussion.



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

Date: 6/15/2020 Position Applying For: Library Board  
Name: Jessica Hines Occupation: Commercial HVAC  
Home Address: [REDACTED] Canby, OR 97013  
Employer: Johnson Controls Position: Account Executive  
Daytime Phone: [REDACTED] Evening Phone: \_\_\_\_\_  
E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? I have lived in Canby for 2 years now and have not been actively involved in the community yet.

I want to join local committees and start being more active.

What are your major interests or concerns in the City's programs? With the library specifically I want to keep our community engaged. I want others to love the library as much as I do and see it as a lifelong resource.

Reason for your interest in this position: I love the library and want to be part of machine that drives it's success within our community.

Experience and educational background: I have a business background as well as being a presenter and leader in the workplace.

List any other City or County positions on which you serve or have served: N/A

Referred by (if applicable): \_\_\_\_\_

*Please return to:*

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

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 10/2019

Date Received: 6/16/20 MS Date Appointed: \_\_\_\_\_ Term Expires: \_\_\_\_\_  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_



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## City Council Staff Report

DATE: July 15, 2020  
TO: Honorable Mayor Hodson and City Council  
THRU: Amanda Zeiber, Interim City Administrator  
FROM: Melissa Bisset, City Recorder

---

### Summary

There are currently four vacancies on the [Transit Advisory Committee](#). The vacancies have been advertised and five applications were received.

### Background

The Transit Advisory Committee was established through Resolution No. 790 in 2002. It assesses transportation needs, acts in an advisory capacity to the Transit Director, promotes and educates the public regarding the acceptance and usage of the transit system and special problems associated with the use of the system by youth, elderly and disabled citizens. The Commission is made up of seven members who serve three year terms.

### Discussion

Council Liaison Sarah Spoon and Transit Director Todd Wood conducted interviews with four of the five applicants. Typically the recommendation for the appointments comes from the Committee Chair and assigned Council Liaison; however, with the passing of the Chair and resignation of other members, the Committee was left without enough members to make a quorum.

### Attachments

Applications of Warren Holzen, Alex Vice, and Paul Waterman.

### Fiscal Impact

None.

### Options

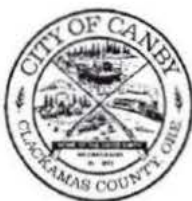
1. Appoint Warren Holzen, Alex Vice, and Paul Waterman to the Transit Advisory Committee.
2. Take no action.

### Recommendation

Council Liaison Sarah Spoon and Transit Director Todd Wood recommend the appointment of Warren Holzen, Alex Vice, and Paul Waterman to the Transit Advisory Committee.

**Proposed Motion**

This item is under the consent agenda and one motion will be made to approve the consent agenda unless this item is moved off of the consent agenda for discussion.



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

Date: 6/11/2020 Position Applying For: Transit Advisory Committee  
Name: Paul Waterman Occupation: IT Managment  
Home Address: [REDACTED]  
Employer: HiTek Electronics Position: Process Management  
Daytime Phone: [REDACTED] Evening Phone: \_\_\_\_\_  
E-Mail Address: paulh2oman@gmail.com

What are your community interests (committees, organizations, special activities)? \_\_\_\_\_  
Community inclusion and utilizing resources to their maximum potential.

What are your major interests or concerns in the City's programs? Understanding how they function.  
Helping provide solutions for the city.

Reason for your interest in this position: I would like to be a part of my community in more  
ways than just a consumer. I am interested in how our public transportation can continue  
providing services to our community.

Experience and educational background: Business Management, Process Development and Management  
Associates Degree Computer Sciences, Business Management Classes

List any other City or County positions on which you serve or have served: None

Referred by (if applicable): Sarah Spoon

*Please return to:*

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Date Received: 6/11/2020 MS Date Appointed: \_\_\_\_\_ Term Expires: \_\_\_\_\_  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_



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

Date: 06.11.2020 Position Applying For: Transit Advisory Committee

Name: Alex Vice Occupation: Health care Management.

Home Address: [REDACTED] Oregon City, Oregon 97045

Employer: Concepts in Community Living Position: Director at Rackleff place.

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

E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? I am a member of the Chamber here in Canby, I am also in a leadership class through leading age of Oregon. I believe in supporting local businesses here in Canby.

What are your major interests or concerns in the City's programs? Making sure people who need transportation to get food and things that are needed have it.

Reason for your interest in this position: I feel I can add to the already amazing committee in order to help with needed change and support. I care about the transportation issues here in Canby.

Experience and educational background: I have my MBA through Ashford University and have been working with the elderly and as risk population since I was 18.

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

Referred by (if applicable): Sarah Spoon-Waffle.

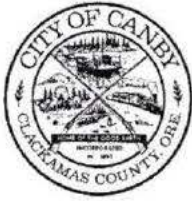
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Date Received: 6/11/2020-MB Date Appointed: \_\_\_\_\_ Term Expires: \_\_\_\_\_  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_





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

Date: 6/12/2020 Position Applying For: Transit Advisory Committee  
Name: Warren Holzem Occupation: Business Owner in Canby  
Home Address: [REDACTED] Oregon City, OR 97045  
Employer: Canby Package Services, LLC Position: Owner  
Daytime Phone: [REDACTED] Evening Phone: [REDACTED]  
E-Mail Address: [REDACTED]

What are your community interests (committees, organizations, special activities)? \_\_\_\_\_  
As a growing exurb of Portland, roughly halfway to Salem, but not directly on an Interstate highway is in a unique situation in the regional transportation system, which requires unique solutions.

What are your major interests or concerns in the City's programs? In addition to seeing CAT provide access to our larger neighbors, and their employment opportunities, I believe as Canby grows we need more intra-city transportation options.

Reason for your interest in this position: I have been interested in transportation systems, especially mass transit, since childhood. Transportation patterns are a defining part of a population center, and I would like to be involved as the Canby area continues to grow.

Experience and educational background: In addition to a college minor of Urban Area Development, I have been recognized as an expert in the role that mass transit play in the development of the Milwaukee, WI area, and I am currently working on a book on that subject.

List any other City or County positions on which you serve or have served: \_\_\_\_\_  
I am a member of the Clackamas County Community Road Fund committee.

Referred by (if applicable): Sarah Spoon-Waffle

*Please return to:*

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

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Date Received: 6/12/2020<sup>MB</sup> Date Appointed: \_\_\_\_\_ Term Expires: \_\_\_\_\_  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_



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## City Council Staff Report

DATE: July 15, 2020

TO: Honorable Mayor Hodson and City Council

FROM: Joseph A. Lindsay, Canby City Attorney

ITEM: Resolution No. 1339: Authorizing a rate increase and establishing a new rate schedule for garbage collection by Canby Disposal within the City of Canby.

---

### **Background**

Through Ordinance No. 1328, the City Council adopted an updated, exclusive franchise agreement with Canby Disposal. In that agreement, section 7.3 entitled Canby Disposal to an annual adjustment of all rates in accordance with a given methodology set forth in that section. Further, the section also called for a good faith effort on the part of the City Council to approve adjusted rates by May 15 of each year, so they could become effective by July 1.

Even though Canby Disposal was entitled to this adjustment last year, they opted not to obtain one. The last rate increase was in 2014 and was a two percent increase.

The currently sought adjustment uses a phased general rate increase beginning September 1, 2020 through March 1, 2021. It would raise the rate by ten percent on September 1, 2020 and ten percent on March 31, 2021. Canby Disposal will provide a presentation explaining the reasoning for their requested rate increase during the City Council's regular meeting on July 15<sup>th</sup>.

A ten percent increase on September first for a 35-gallon cart would be \$2.47 per month. There would be another ten percent increase in March increasing the monthly rate from the current rate of \$24.61 per month to \$29.56 per month for a 35-gallon cart.

### **Attachments**

1. Resolution No. 1339 & Exhibit A - Fee Schedule
2. Section 7.3 of Franchise Agreement

### **Recommendation**

The fact that Canby Disposal has not sought a rate proposal since July 1, 2014 demonstrates a willingness on their part to keep rates low. Staff recommends that the Council adopt Resolution No. 1341.

**Proposed Motion**

***"I move to adopt Resolution No. 1339, A RESOLUTION AUTHORIZING A RATE INCREASE AND ESTABLISHING A NEW RATE SCHEDULE FOR GARBAGE COLLECTION BY CANBY DISPOSAL WITHIN THE CITY OF CANBY."***

**RESOLUTION NO. 1339**

**A RESOLUTION AUTHORIZING A RATE INCREASE AND ESTABLISHING A NEW RATE SCHEDULE FOR GARBAGE COLLECTION BY CANBY DISPOSAL WITHIN THE CITY OF CANBY.**

**WHEREAS**, CANBY DISPOSAL COMPANY has applied to the Canby City Council for approval of an over-all rate increase in accordance with Section 7.3 of the Franchise Agreement between City of Canby, Oregon, and Canby Disposal for Solid Waste, Recyclable Materials and Yard Debris Collection Services granted in Canby Ordinance No. 1328, dated June 16, 2010; and;

**WHEREAS**, CANBY DISPOSAL COMPANY has furnished sufficient evidence to the Council concerning the changes in costs and fees sufficient to calculate the aforementioned over-all rate increase using the agreed upon methodology; and

**WHEREAS**, the City Council has considered the evidence and information furnished by the Franchisee, and the Council is satisfied that the request is reasonable and justified.

**NOW, THEREFORE, BE IT RESOLVED BY** the City of Canby City Council that the application by CANBY DISPOSAL COMPANY for an over-all garbage collection rate increase as set forth in the attached EXHIBIT "A" is hereby approved, and said rates shall apply to services performed under the Franchise Agreement between City of Canby, Oregon, and Canby Disposal for Solid Waste, Recyclable Materials, and Yard Debris Collection Services effective September 1, 2020.

This Resolution shall be effective on July 15, 2020.

**ADOPTED** this 15<sup>th</sup> day of July, 2020 by the Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

---

Melissa Bisset  
City Recorder

Exhibit A

Canby Disposal Company, Inc.  
 City Rates (Residential includes weekly yard debris collection)  
 Phase-in Rate Increases on September 1, 2020 and on March 1, 2021

**Residential Service:**

<u>Service Type</u>	<u>Current Rate</u> <u>January 1, 2020</u>	<u>Proposed Rate on</u> <u>September 1, 2020</u>	<u>Proposed Rate on</u> <u>March 1, 2021</u>
20-gallon cart weekly curbside	\$ 20.67	\$ 22.74	\$ 24.82
20-gallon cart weekly w/in 50' of road	\$ 24.11	\$ 26.54	\$ 28.96
32-gallon cart weekly curbside	\$ 24.61	\$ 27.08	\$ 29.56
32-gallon cart weekly w/in 50' of road	\$ 28.08	\$ 30.90	\$ 33.73
32-gallon cart monthly curbside	\$ 12.29	\$ 13.53	\$ 14.77
32-gallon cart monthly w/in 50' of road	\$ 14.02	\$ 15.43	\$ 16.84
65-gallon cart weekly curbside	\$ 39.39	\$ 43.35	\$ 47.32
65-gallon cart weekly w/in 50' of road	\$ 42.84	\$ 47.15	\$ 51.46
95-gallon cart weekly curbside	\$ 43.67	\$ 48.07	\$ 52.46
95-gallon cart weekly w/in 50' of road	\$ 47.13	\$ 51.87	\$ 56.61
Yard Debris Subscription	\$5.53	\$ 6.09	\$ 6.64

**Commercial Service:**

<u>Service Type</u>	<u>Current Rate</u> <u>January 1, 2020</u>	<u>Proposed Rate on</u> <u>September 1, 2020</u>	<u>Proposed Rate on</u> <u>March 1, 2021</u>
32-gallon cart weekly curbside	\$ 23.08	\$ 25.40	\$ 27.72
32-gallon cart weekly w/in 50' of road	\$ 23.08	\$ 25.40	\$ 27.72
65-gallon cart weekly curbside	\$ 34.61	\$ 38.09	\$ 41.57
65-gallon cart weekly w/in 50' of road	\$ 34.61	\$ 38.09	\$ 41.57
95-gallon cart weekly curbside	\$ 38.09	\$ 41.92	\$ 45.74
95-gallon cart weekly w/in 50' of road	\$ 38.09	\$ 41.92	\$ 45.74

**Extra Hauling**

Extra trash (average/year over last two years)	\$5.77	\$ 6.35	\$ 6.93
Extra yard debris (average/year over last two years)	\$1.69	\$ 1.86	\$ 2.03

**Mobile Home Courts and Apartments**

(Four or more units , where owner accepts and pays billing)

<u>Service Type</u>	<u>Current Rate</u> <u>January 1, 2020</u>	<u>Proposed Rate on</u> <u>September 1, 2020</u>	<u>Proposed Rate on</u> <u>March 1, 2021</u>
21-gallon cart weekly curbside	16.68	\$ 18.36	\$ 20.03
32-gallon cart weekly curbside	\$ 18.86	\$ 20.76	\$ 22.66
65-gallon cart weekly curbside	\$ 32.46	\$ 35.72	\$ 38.99
95-gallon cart weekly curbside	\$ 37.28	\$ 41.03	\$ 44.78

*\*Note: If billed separately, regular residential rates apply.*

Canby Disposal Company, Inc.  
 City Rates (Residential includes weekly yard debris collection)  
 Phase-in Rate Increases on September 1, 2020 and on March 1, 2021

Container Service - Loose:

<u>Service Type</u>	<u>Current Rate</u>	<u>Proposed Rate on</u>	<u>Proposed Rate on</u>
	<u>January 1, 2020</u>	<u>September 1, 2020</u>	<u>March 1, 2021</u>
1.5-yard picked up 1x/week	\$ 140.54	\$ 154.67	\$ 168.80
1.5-yard picked up 2x/week	\$ 270.70	\$ 297.92	\$ 325.14
1.5-yard picked up 3x/week	\$ 400.87	\$ 441.18	\$ 481.49
1.5-yard picked up 4x/week	\$ 531.03	\$ 584.43	\$ 637.83
1.5-yard picked up 5x/week	\$ 661.18	\$ 727.67	\$ 794.15
1.5-yard picked up 6x/week	\$ 761.18	\$ 837.72	\$ 914.26
2-yard picked up 1x/week	\$ 187.30	\$ 206.14	\$ 224.97
2-yard picked up 2x/week	\$ 363.78	\$ 400.36	\$ 436.94
2-yard picked up 3x/week	\$ 540.25	\$ 594.58	\$ 648.90
2-yard picked up 4x/week	\$ 716.71	\$ 788.78	\$ 860.85
2-yard picked up 5x/week	\$ 893.19	\$ 983.01	\$ 1,072.82
2-yard picked up 6x/week	\$ 1,069.67	\$ 1,177.23	\$ 1,284.79
3-yard picked up 1x/week	\$ 253.17	\$ 278.63	\$ 304.09
3-yard picked up 2x/week	\$ 495.96	\$ 545.83	\$ 595.70
3-yard picked up 3x/week	\$ 738.76	\$ 813.05	\$ 887.33
3-yard picked up 4x/week	\$ 981.54	\$ 1,080.24	\$ 1,178.94
3-yard picked up 5x/week	\$ 1,224.33	\$ 1,347.44	\$ 1,470.56
3-yard picked up 6x/week	\$ 1,467.07	\$ 1,614.59	\$ 1,762.12
4-yard picked up 1x/week	\$ 322.28	\$ 354.69	\$ 387.10
4-yard picked up 2x/week	\$ 634.18	\$ 697.95	\$ 761.72
4-yard picked up 3x/week	\$ 949.09	\$ 1,044.53	\$ 1,139.96
4-yard picked up 4x/week	\$ 1,258.00	\$ 1,384.50	\$ 1,511.00
4-yard picked up 5x/week	\$ 1,569.89	\$ 1,727.75	\$ 1,885.62
4-yard picked up 6x/week	\$ 1,881.80	\$ 2,071.03	\$ 2,260.26
Additional 1.5-yard picked up 1x/week	\$ 130.16	\$ 143.25	\$ 156.34
Additional 1.5-yard picked up 2x/week	\$ 260.38	\$ 286.56	\$ 312.75
Additional 1.5-yard picked up 3x/week	\$ 385.57	\$ 424.34	\$ 463.11
Additional 1.5-yard picked up 4x/week	\$ 510.77	\$ 562.13	\$ 613.49
Additional 1.5-yard picked up 5x/week	\$ 635.95	\$ 699.90	\$ 763.85
Additional 1.5-yard picked up 6x/week	\$ 791.18	\$ 870.74	\$ 950.30
Additional 2-yard picked up 1x/week	\$ 176.47	\$ 194.21	\$ 211.96
Additional 2-yard picked up 2x/week	\$ 353.65	\$ 389.21	\$ 424.77
Additional 2-yard picked up 3x/week	\$ 525.23	\$ 578.05	\$ 630.86
Additional 2-yard picked up 4x/week	\$ 696.79	\$ 766.86	\$ 836.92
Additional 2-yard picked up 5x/week	\$ 868.35	\$ 955.67	\$ 1,042.99
Additional 2-yard picked up 6x/week	\$ 1,039.92	\$ 1,144.49	\$ 1,249.06
Additional 3-yard picked up 1x/week	\$ 242.79	\$ 267.20	\$ 291.61
Additional 3-yard picked up 2x/week	\$ 492.43	\$ 541.95	\$ 591.46
Additional 3-yard picked up 3x/week	\$ 733.50	\$ 807.26	\$ 881.02
Additional 3-yard picked up 4x/week	\$ 974.54	\$ 1,072.54	\$ 1,170.53
Additional 3-yard picked up 5x/week	\$ 1,215.58	\$ 1,337.81	\$ 1,460.05
Additional 3-yard picked up 6x/week	\$ 1,404.18	\$ 1,545.38	\$ 1,686.58
Additional 4-yard picked up 1x/week	\$ 311.90	\$ 343.26	\$ 374.62
Additional 4-yard picked up 2x/week	\$ 636.23	\$ 700.21	\$ 764.18
Additional 4-yard picked up 3x/week	\$ 949.14	\$ 1,044.58	\$ 1,140.02
Additional 4-yard picked up 4x/week	\$ 1,262.04	\$ 1,388.95	\$ 1,515.85
Additional 4-yard picked up 5x/week	\$ 1,574.93	\$ 1,733.30	\$ 1,891.67
Additional 4-yard picked up 6x/week	\$ 1,887.84	\$ 2,077.67	\$ 2,267.51

\*Note: Compacted container rates shall be 2.5 times the loose rate

Source Separated Food Waste:

90% of Commercial Rates

Canby Disposal Company, Inc.  
 City Rates (Residential includes weekly yard debris collection)  
 Phase-in Rate Increases on September 1, 2020 and on March 1, 2021

**Cleanup Containers:**

<u>Service Type</u>	<u>Current Rate January 1, 2020</u>	<u>Proposed Rate on September 1, 2020</u>	<u>Proposed Rate on March 1, 2021</u>
3-yard container (# of hauls in 2019)	\$ 77.15	\$ 84.90	\$ 92.66
4-yard container (# of hauls in 2019)	\$ 98.70	\$ 108.62	\$ 118.55

*\*Note: Price is per dump*

**Drop Box Services - Loose:**

Permanent Accounts

<u>Service Type</u>	<u>Current Rate January 1, 2020</u>	<u>Proposed Rate on September 1, 2020</u>	<u>Proposed Rate on March 1, 2021</u>
10-yard haul fee (# of hauls in 2019)	\$ 91.63	\$ 100.84	\$ 110.06
20-yard haul fee (# of hauls in 2019)	\$ 91.63	\$ 100.84	\$ 110.06
30-yard haul fee (# of hauls in 2019)	\$ 119.44	\$ 131.45	\$ 143.46
40-yard haul fee (# of hauls in 2019)	\$ 130.82	\$ 143.97	\$ 157.13

Occasional Accounts

<u>Service Type</u>	<u>Current Rate January 1, 2020</u>	<u>Proposed Rate on September 1, 2020</u>	<u>Proposed Rate on March 1, 2021</u>
10-yard haul fee (# of hauls in 2019)	\$ 121.25	\$ 133.45	\$ 145.64
20-yard haul fee (# of hauls in 2019)	\$ 121.25	\$ 133.45	\$ 145.64
30-yard haul fee (# of hauls in 2019)	\$ 150.08	\$ 165.17	\$ 180.26
40-yard haul fee (# of hauls in 2019)	\$ 163.11	\$ 179.51	\$ 195.91

*\*Note: Price is for haul fee only; disposal and franchise fees are extra*

**Drop Box Services - Compacted:**

<u>Service Type</u>	<u>Current Rate January 1, 2020</u>	<u>Proposed Rate on September 1, 2020</u>	<u>Proposed Rate on March 1, 2021</u>
Under 20 yards (rate per haul) (# of hauls in 2019)	\$ 104.60	\$ 115.11	\$ 125.63
20-29 yards (rate per yard) (# of hauls in 2019)	\$ 6.42	\$ 7.07	\$ 7.71
30-39 yards (rate per yard) (# of hauls in 2019)	\$ 5.76	\$ 6.33	\$ 6.91
40 yards or more (rate per yard) (# of hauls in 2019)	\$ 5.06	\$ 5.57	\$ 6.08

*\*Note: Price is for haul fee only; disposal and franchise fees are extra*

**Demurrage Charge:**

<u>Service Type</u>	<u>Current Rate January 1, 2020</u>	<u>Proposed Rate on September 1, 2020</u>	<u>Proposed Rate on March 1, 2021</u>
Permanent accounts (per month)	\$ 68.00	\$ 74.84	\$ 81.68

1    **7.3    Annual Adjustment of Rates**

2           **7.3.1    Annual Adjustment**

3           Subject to the terms herein, the Company shall be entitled to an annual  
4           adjustment of all rates. Each rate includes an operating component and tipping  
5           fee component, which are annually adjusted. The City Council shall make a  
6           good faith effort to approve adjusted rates by May 15 of each year, and such  
7           rates shall be effective on each July 1. If rate adjustments are not approved by  
8           May 15, then prior rates remain in effect until such adjustment is made.

9           The first adjustment is scheduled to take effect July 1, 2011 subject to City  
10          Council approval. Each rate is annually adjusted as specified in Section 7.3.2  
11          through 7.3.4.

12          **7.3.2    Adjustment of the Operating Component**

13          The operating component of the rates specified in Exhibit 2 shall be adjusted  
14          annually, using the method below, to reflect 80% of the change in the All Urban  
15          Consumers Index Half1 (CPI-U) compiled and published by the U.S. Department  
16          of Labor, Bureau of Labor Statistics or its successor agency, using the following  
17          parameters, or by 5%, whichever is less.

18                    CPI-U Parameters:

- 19                    • Area - Portland - Salem, OR - WA
- 20                    • Item - All Items
- 21                    • Base Period - Current 1982-84=100
- 22                    • Not seasonally adjusted
- 23                    • Periodicity - Semi-annual

24          Step 1: Calculate the Change in Half1 CPI-U as follows:

25                    Change in Half1 CPI-U = ((Most current Half1 CPI-U - previous 12-  
26                    month Half 1 CPI-U)/previous 12-month Half1 CPI-U) x 0.80) or  
27                    0.05, whichever is less

28          Step 2: Calculate the Adjusted Operating Component as follows:

29                    Adjusted Operating Component = Then-current Operating  
30                    Component x (1 + the Change in Half1 CPI-U as calculated in Step 1  
31                    above)



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The Operating Component shall be rounded to the nearest cent.

For example, assuming:

- 1. Most-recently published Half1 CPI-U (Half1 2003) = 186.0
- 2. Half1 CPI-U published 12 months prior (Half1 2002) = 183.5
- 3. Then-current Operating Component = \$5.00

Change in Half1 CPI-U =  $((186.0 - 183.5)/183.5) \times 0.80 = 0.0109$ ,  
which is less than 0.05; therefore, the Change in Half1 CPI-U is  
0.0109

Adjusted Operating Component =  $\$5.00 \times (1 + 0.0109) = \$5.05$

If the CPI-U is discontinued or revised during the term by the United States Department of Labor, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI-U had not been discontinued or revised.

**7.3.3 Adjustment of the Tipping Fee Component**

The solid waste disposal and yard debris processing tipping fee component of each rate will be adjusted to reflect any percentage change in the per-ton tipping fees charged at the approved transfer station and the approved yard debris processing site, as appropriate. There shall be no adjustment to the recyclable materials processing tipping fee component of each rate over the term of the Agreement. The tipping fee component adjustment shall equal:

$$\text{Adjusted Tipping Fee Component} = \text{Then-current Tipping Fee Component} \times \left( \frac{\text{Current Approved Tipping Fee}}{\text{Prior Approved Tipping Fee}} \right)$$

For example, assuming:

- 1. Then-current Tipping Fee Component = \$1.50, which includes a solid waste disposal component = \$1.00 and Yard debris processing component = \$0.50
- 2. Current approved tipping fee for the approved disposal location = \$30.00 per ton
- 3. Prior approved tipping fee for the approved disposal location = \$28.80 per ton

- 1                   4. Current approved tipping fee for the approved yard debris processing
- 2                   location = \$5.00 per ton
- 3                   5. Prior approved tipping fee for the approved yard debris processing
- 4                   location = \$4.75 per ton
- 5                   6. Adjusted tipping fee component =  $\$1.00 \times (\$30.00 / \$28.80) + \$0.50 \times$
- 6                    $(\$5.00 / \$4.75) = \$1.04 + \$0.53 = \$1.57$

7                   The adjusted tipping fee component shall be rounded to the nearest cent.

8                   The prior approved tipping fee is the fee last used to set rates. As of the effective  
 9                   date of this agreement, the approved transfer station tipping fee is \$70.50 per ton;  
 10                  and the approved processing site location tipping fee for yard debris is \$9.50 per  
 11                  compacted yard. These fees shall be used as the prior approved tipping fee for  
 12                  the first adjustment of the tipping fee components.

13                  **7.3.4 Calculation of Adjusted Rates**

14                  Adjusted Rates shall be calculated as follows:

15

$$\begin{array}{l} \text{Adjusted} \\ \text{Rate} \end{array} = \begin{array}{l} \text{Adjusted Operating} \\ \text{Component} \end{array} + \text{Adjusted Tipping Fee}$$

16

17

For example, assuming:

18

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1. The rate being adjusted is a residential solid waste collection rate
2. Adjusted operating component = \$5.05 (as calculated in Section 7.3.2)
3. Adjusted tipping fee component = \$1.57 (as calculated in Section 7.3.3)

20

21

22

23

$$\text{Adjusted collection rate} = \$5.05 + \$1.57 = \$6.62$$

24                  **7.4 Annual Rate Application Process**

25                  On or before April 1 of each rate Period, Company shall submit an application  
 26                  requesting the rate adjustment for the following rate period. The application  
 27                  shall present each rate for the then-current rate period and calculation of each  
 28                  adjusted rate for the following rate period. The application shall include all  
 29                  supporting documentation for calculation of the adjusted rates including CPI-U  
 30                  and tipping fee data.

31                  The Company's rate application shall be reviewed by the City. The City Council  
 32                  shall adjust rates to reflect the adjustments made in accordance with Section 7.3.



# City of Canby

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## City Council Staff Report

DATE: July 15, 2020

TO: Honorable Mayor Hodson and City Council

FROM: Amanda Zeiber, Interim City Administrator

ITEM: Resolution No. 1340: Ratifying the contract between the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO

### Background

The Agreement between the City of Canby (City) and AFSCME (Union) expired on June 30, 2020. The City and Union have bargained the terms and conditions of a new contract and have tentatively agreed to a package settlement of outstanding issues relating to collective bargaining between the parties. The contract agreement is retroactive to July 1, 2020 and expires on June 30, 2021. Due to the current pandemic and so many unknowns over the next year, the City and Union agreed to a one year rollover contract rather than the standard full three year agreement. The successor collective bargaining agreement includes a cost of living adjustment, updates for midterm legislative updates, housekeeping items, and updated language for work during an emergency closure.

### Attachments

1. Resolution No. 1340
2. Collective Bargaining Agreement

### Fiscal Impact

The cost of the contract has increased \$98,537 from the previous year. This includes all funds and departments and takes into account wages, PERS, and taxes that are a direct impact from the cola.

### Recommendation

Staff recommends that the Council adopt Resolution No. 1340, ratifying and approving the tentative agreement and adopting the Collective Bargaining Agreement between the City and Union.

### Proposed Motion

***"I move to adopt Resolution No. 1340, A RESOLUTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO (UNION) FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021; AND REPEALING RESOLUTION NO. 1196.***

**RESOLUTION NO. 1340**

**A RESOLUTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO (UNION) FOR THE PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021; AND REPEALING RESOLUTION NO. 1273**

**WHEREAS**, the City has recognized the Union as the sole collective bargaining agent for the City’s regular full-time and part-time employees (20 hours or more per week), excluding supervisory and confidential employees and employees of the police bargaining unit pursuant to Oregon law, and

**WHEREAS**, the collective bargaining agreement between the City and Union expired on June 30, 2020, and

**WHEREAS**, the City and Union have bargained the terms and conditions of a new one year rollover contract agreement that will remain tentative until ratified by each party and will be effective retroactive to July 1, 2020 and to expire on June 30, 2021, now therefore,

**IT IS HEREBY RESOLVED** by the City of Canby Council as follows:

1. The attached tentative agreement marked as Exhibit “A” between the City and Union for the period of July 1, 2020 through June 30, 2021 is approved for adoption.
2. The Interim City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. The Mayor and Interim City Administrator are authorized to sign the contract on behalf of the City.

This resolution shall take effect, retroactively, to July 1, 2020.

ADOPTED this 15<sup>th</sup> day of July, 2020 by the Canby City Council.

---

Brian Hodson  
Mayor

ATTEST:

---

Melissa Bisset, CMC  
City Recorder

# COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

and

LOCAL 350-6 AFSCME COUNCIL 75  
AFL-CIO

July 1, 2020 – June 30, 2021

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## **PREAMBLE**

The City of Canby, Oregon (“City”) and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO (“Union”) agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

## **ARTICLE 1. – RECOGNITION**

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. If the Union, or its designee, submits a written request to the City requesting to bargain over the wages for the new position within (10) calendar days of the City’s notice, then the City and the Union will enter into negotiations regarding wages for the new classification. If the City and the Union are not able to reach a mutual agreement on the applicable wage rates, the City shall have the right to implement its final proposed wage rates for the remaining term of the agreement. The City’s implementation of its final wage rate proposal shall not be considered the basis of an unfair labor practice or contract violation.

## **ARTICLE 2. - EMPLOYEE RIGHTS/SECURITY**

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement who choose to become a member of the Union upon submission of a written, signed authorization to deduct dues to the Union. The Union will provide a courtesy copy of all such authorizations to the City. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the fifteenth (15<sup>th</sup>) day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period.

2.3 All employees covered by the terms and conditions of this agreement shall have the voluntary choice of whether to become members of the Union.



2.4 Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five-day window period shall commence on August 1 of each year.

2.5 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with the same.

2.6 The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

2.7 Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

2.8 The City will furnish to the Union the names and relevant information for current and new bargaining unit members in accordance with applicable law.

### **ARTICLE 3. - CIVIL RIGHTS**

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of lawful Union activities he/she may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability, age or any other legally protected class status.

### **ARTICLE 4. - MANAGEMENT RIGHTS**

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. The parties acknowledge that the constitution and the laws of the State of Oregon confer upon the City certain powers, duties and obligations to be exercised in the interest of public health, safety and welfare which cannot be delegated or contracted away. The parties further recognize that the City retains all managerial rights and prerogatives except as expressly modified by a specific term and/or provision of this contract, and that they include, but are not limited to, the following rights and prerogatives:

- a. Establishing and directing activities of the City's departments and the work of its employees;
- b. Evaluating, hiring, promoting, transferring, assigning and retaining employees in positions;

- c. Suspending, demoting, discharging or take other disciplinary action against employees for just cause;
- d. Relieving employees from duties because of lack of work, lack of funds, or other legitimate reason;
- e. Determining standards of service, methods, processes, means and personnel of operations and the introduction of new equipment;
- f. Determining the need for, and assigning employees to, educational and training programs, on-the-job training and other educational activities;
- g. Determining job descriptions, job duties, work schedules, shifts, hours of work and overtime, and assignment of work;
- h. Establishing work rules, performance standards and safety rules;
- i. Taking whatever action may be necessary to carry out the missions of the City in emergency situations;
- j. Maintain the efficiency of governmental, City and proprietary operations; and
- k. Other rights except as expressly limited by a specific term and/or provision of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted his/her proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within fourteen (14) calendar days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the fourteen (14) calendar day period, the City may implement the

proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or less costly overall than that submitted by the proposed subcontractor, without any additional capital expenses required by the City to acquire equipment and subject to any efficiency standards the City would gain by subcontracting, the City shall implement the Union proposal.

4.2(e) If the Union proposal is more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain in good faith the impact of such action. If the City and the Union are not able to reach a mutual agreement on the impacts of the City's subcontracting decision, the City shall have the right to implement the subcontract and the Union shall not have the right to strike over the City's decision.

## **ARTICLE 5. – WORK RULES**

5.1 The parties recognize that the Employer is directly responsible to the citizens of the City and the public generally for the performance of the functions and services involved in operating the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be enacted in the future. It is agreed, however, that no new work rule will be enacted or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always govern. All work rules which are now in existence shall be reduced to writing and will be furnished to the Union and to affected employees. The City will give the Union and employees notice of intent to change or implement a new work rule. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

## **ARTICLE 6. - SENIORITY**

6.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

6.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, he/she shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

6.3 Seniority shall mean the length of continuous service with the City in the bargaining unit. Seniority shall be determined by the date of entry to the bargaining unit.

6.4 Seniority shall be broken and the employment relationship severed by:

- a. Resignation, termination or retirement;
- b. Absence due to lay off for a period of twenty-four (24) months or more due to lack of work;
- c. Failure of an employee on lay off to report within fourteen (14) calendar days after date of mailing of a recall notice by certified mail, return receipt requested by the Employer to the employee's last known address;
- d. Absence from work due to work related injury for a period of in excess of eighteen (18) months unless mutually extended in writing by the employer and the association; and
- e. Absence of two (2) consecutively scheduled work days without notifying the Employer and providing a reason satisfactory to the Employer.

#### **ARTICLE 7. - LAYOFF**

7.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

7.2 Layoff order shall be established within the City by department on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 7.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 7.5 of this Agreement. A lower level position is defined as any position in a classification within the employee's department with a lower maximum pay rate than the classifications of the position being laid off.

7.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

7.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth

(30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days' notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

7.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the same department within the City, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification within the same department within in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 7.4 of this Agreement.

7.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

7.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates his/her current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

7.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible, for a period of two (2) years without loss of seniority, for recall to a position within the same department in the same classification the employee held before the layoff. An employee on layoff must keep the City informed of his/her current address and telephone number during the period of layoff.

7.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates his/her pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

7.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

### **ARTICLE 8. - DISCHARGE/SUSPENSION/WARNING NOTICES**

8.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

8.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to his/her employment with the City; (b) willful or reckless damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) insubordination.

8.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 8.1 of this Agreement.

8.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

8.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

### **ARTICLE 9. - HOURS OF WORK/OVERTIME**

9.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to waive the notification requirement.

9.2 For employees on a five-eight (5-8) schedule, the normal workday shall consist of eight (8) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. For employees on

a four-ten (4-10) schedule, the normal workday shall consist of ten (10) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of four (4) consecutive days worked. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violate Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) to sixty (60) minute unpaid meal period per shift in accordance with Oregon law and BOLI regulations.

9.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

9.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of his/her work assignment.

9.5 Flexible Schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City in writing, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be seventy two (72) hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

#### **ARTICLE 10. - REPORTING PAY/CALL BACK**

10.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified at least one (1) hour prior to the beginning of their scheduled shift not to report to work. Once employees have reported to work, if they are then put to work employees shall be entitled to a minimum of four (4) hours of work or pay. All employees must provide a telephone number where they may be reached when necessary. A call to that number whether answered or not meets the City's requirement under this section. The City must attempt to leave a message in the event the City's call is not answered.

10.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the

employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

#### **ARTICLE 11. - STAND-BY DUTY**

Standby is defined as any time an employee is required to be available outside of the employee's normally scheduled working hours to physically respond to City facilities. Stand-by duty includes, but is not limited to, providing emergency response, by a qualified staff member, for emergency situations related to municipal infrastructure or services. Following notification by pager, cellular phone or other means, employees must begin the work required to respond to the call within forty-five (45) minutes, except employees responding to calls at the Wastewater Treatment Plant who must begin the work required to respond within ninety (90) minutes. The City will provide a pager and/or cellular phone to employees assigned standby duty. The City may assign stand-by duties at its sole discretion, but will attempt to solicit volunteers before enlisting employees for stand-by duty.

The Public Works Director, or his/her designee, will create an annual schedule for stand-by following the below listed criteria:

1. Annually in December, the Director/designee will produce a standby roster for the following calendar year.
2. The schedule will include all qualified staff as determined by the Director.
3. A standby period is defined as a consecutive seven (7) calendar day period scheduled to meet operational needs.
4. The schedule will be designed so all qualified employees complete a seven (7) calendar day standby period before they would be scheduled for a subsequent seven (7) calendar day standby period. (All qualified staff would complete their respective seven day standby period before the first person in the rotation would be on standby again.)
5. After the Director/designee completes the annual schedule, staff may change their respective standby period provided another qualified employee agrees to assume the standby duty. Staff assigned standby duty may switch standby at any time during the calendar year with another qualified staff member provided the switch is mutually agreed upon.
6. If a standby duty switch is made, the individual initiating the switch must immediately notify the Director/designee of the change.
7. Every effort will be made to assure that no single employee will be scheduled to work the same holiday standby period two years in succession.



8. If, while on standby, an employee is unable to respond within the designated response period, it is the employee's sole responsibility to contact another qualified employee to respond on-site within the designated time. If the nature of the call requires urgent attention (such as a report of a sewer back-up), the employee on standby shall immediately contact their supervisor and respond as soon as possible.
9. Employees required to be on standby duty shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on standby for a period which includes any of the holidays defined in Article 14, shall receive an additional eight (8) hours of compensatory time or salary per holiday.
10. Two employees may share one defined standby period with prior approval from the Public Works Director. Compensation for the standby duty will be split for each employee based on actual standby coverage.

#### **ARTICLE 12. - COMP TIME**

12.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of his/her regular rate of pay should he/she perform an overtime assignment, provided that he/she makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to sixty (60) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor. Employees have the option to cash out up to thirty (30) hours of compensatory time once per fiscal year.

12.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if he/she elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

12.3 Non-exempt employees shall receive a cash payment for all unused compensation time off upon separation from employment. Such excess of unused compensation time off shall be paid at the employee's regular rate of pay.

#### **ARTICLE 13. - WASTEWATER TREATMENT PLANT**

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per weekend day at the rate of time and one half (1-1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per holiday day at the rate of two (2) times their regular rate of pay.

#### **ARTICLE 14. - HOLIDAYS**

14.1 The following days shall be recognized as paid holidays:

New Year's Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
July Fourth	Day before Christmas
Labor Day	Christmas Day
Personal Floating Holiday	

14.2 Regular full time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 16-Sick Leave.

14.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

14.4 Employees who are short the number of hours they normally work in a week because of the holiday, may make up that time or use accrued vacation or comp time within the same pay period as long as it does not cause overtime.

14.5 Holiday pay for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

14.6 Each employee will accrue and be entitled to use eight (8) hours of personal holiday time per fiscal year. The eight (8) hours of personal holiday time will accrue on July 1 of each calendar year and must be used before June 30 of the subsequent calendar year. Unused hours are forfeited. Upon hire, new employees will accrue a prorated amount of personal holiday time available for immediate use.

#### **ARTICLE 15. - VACATIONS**

15.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. Vacation accrual rates are determined by a

regular employees' length of continuous service with the City. Full time employees shall accrue vacation as follows:

<u>Service Completed</u>	<u>Vacation Earned</u>
1 - 4 years	80 hours annually
5-9 years	120 hours annually
10-13 years	140 hours annually
14 years and over	190 hours annually

Employees shall begin to accrue the above annual vacation rate upon the effective date of this agreement. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Vacation accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

15.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

15.3 All time off for vacations shall be by prior mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

15.4 The maximum vacation accrual limit shall be two hundred seventy (270) hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the City Administrator or his/her designee. Vacation accrual exceeding the two hundred seventy (270) hour limit will not be compensated.

15.5 Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or his/her designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

## **ARTICLE 16. - SICK LEAVE**

16.1 The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

16.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

16.3 Upon employee separation of employment from the City of Canby, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 16.2. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

#### **ARTICLE 17. – ORDER OF LEAVE**

17.1 Unless otherwise required by law, and subject to Article 21, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

#### **ARTICLE 18. - WORKERS COMPENSATION**

18.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

18.2 The City will maintain Health and Welfare contributions as defined in Article 25 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) calendar days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

#### **ARTICLE 19. - FUNERAL LEAVE**

19.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary.

19.2 Additional leave with pay may be granted by the City Administrator.

19.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brothers), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren.

19.4 Leave taken under this Article 19 runs concurrently with OFLA leave.

#### **ARTICLE 20. - JURY DUTY**

20.1 An employee shall be granted leave with full pay any time he/she is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

20.2 If an employee serving on jury duty is excused, dismissed, or not selected, he/she shall report for his/her regular work assignment.

## **ARTICLE 21. - FAMILY MEDICAL LEAVE**

The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.

## **ARTICLE 22. - LEAVES OF ABSENCE**

22.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

22.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but he/she shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

## **ARTICLE 23. - WAGES**

23.1 Each employee will be paid in accordance with the wage scale attached as Attachment A.

23.2 Effective beginning the first full pay period following July 1, 2020, increase the wage scale across the board by applying a 2.5% increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7.

23.3 Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 31 of this Agreement.

23.4 Bilingual Premium. Any employee whose job requires fluency in Spanish, and who can demonstrate written and oral proficiency, shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency.

23.5 Out-of-Class Work. Any employee assigned to perform duties unique to a higher classification will be paid an out-of-class differential in the amount of 5% over the employee's current base salary only under the following circumstances: (1) an employee's job duties change and the employee is in the process of being reclassified to a higher job

classification; or (2) an employee is assigned to temporarily perform the duties of a vacant higher-level position. The City retains the right to determine when it is practical and efficient to assign employees to perform out-of-class work. Nothing in this Article shall be interpreted as a guarantee that an employee will be assigned out-of-class work.

**ARTICLE 24. - PER DIEM AND MILEAGE REIMBURSEMENT**

Employees shall be paid a per diem allowance for approved travel, meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate, rules and policies listed at [www.gsa.gov](http://www.gsa.gov) and in effect at the time of the travel;
2. For travel outside of the continental United States the OCONUS per diem rate, rules and policies listed at [www.dtic.mil/perdiem/pdrates.html](http://www.dtic.mil/perdiem/pdrates.html) and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at [www.osa.com](http://www.osa.com) and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

**ARTICLE 25. - HEALTH AND WELFARE**

25.1 The City will offer group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

The City will pay 90% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

25.2 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

<u>Equivalent FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 25.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 25.1
.65 to .50 FTE (20-25 hours/week)	50% of the benefit as described in Section 25.1

25.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

25.4 The City shall provide long term disability insurance for every regular full and part-time employee.

25.5 In the event that the City's premium rates increase by more than six percent (6%) from the previous year, any increase over six percent 6% will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

25.6 In the event that the City's premium rates increase by more than ten percent (10%) in any given year, the City may reopen Article 25 and Article 23.

#### **ARTICLE 26. - RETIREMENT PLAN**

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

#### **ARTICLE 27. - SAFETY COMMITTEE**

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

#### **ARTICLE 28. - GRIEVANCE PROCEDURE**

28.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee shall discuss the grievance on an informal basis with his/her supervisor (unless that supervisor is in the bargaining unit and then the grievance shall go to the supervisor's immediate supervisor) within seven (7) calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

Step 3. The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 4. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4, submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 28.3.

28.2 The rules governing the grievance procedure shall be as follows:

(a) Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(b) Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

### 28.3 Arbitration Procedure:

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) Oregon arbitrators who are certified by the American Arbitration Association shall be requested from the State Mediation and Conciliation Service. Each party shall have the unilateral right to reject one list in its entirety and request a new list within seven (7) calendar days from the date of the list. Each party shall alternately strike one name from the final list. The final name remaining shall be the sole arbitrator for the dispute.

(b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

(c) The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be final and binding upon the parties.

(e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

## **ARTICLE 29. - STRIKE/LOCKOUT**

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout.

## **ARTICLE 30. - UNIFORMS/PROTECTIVE CLOTHING**

30.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

30.2 The City shall make available raingear and protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.



30.3 The City agrees to provide public works and other field employees with an annual clothing and boot allowance of four hundred dollars (\$400.00) per employee for the purchase, replacement and/or repair of the uniforms and/or boots. The taxable allowance will be paid through payroll each September.

### **ARTICLE 31. - EMPLOYEE EVALUATIONS**

31.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. Employees at the top step of the range shall receive an annual evaluation as provided within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

If a performance evaluation is not completed within thirty (30) calendar days after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) calendar days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) calendar day performance improvement plan for the employee within the ninety (90) calendar day period, the employee shall receive a step increase effective the date of the most recent review.

31.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

### **ARTICLE 32. - PERSONNEL RECORDS**

32.1 The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. The official personnel file shall be maintained by the Department of Human Resources.

32.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

32.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed after three (3) years, provided that the written documentation and/or written responses are not relevant to current job performance.

32.4 Employees shall have the opportunity to review and sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, he/she may so indicate by attaching a written statement of reasonable length to said document at the time of review.

### **ARTICLE 33. - LABOR MANAGEMENT COMMITTEE**

A Labor Management Committee consisting of up to three City-employed Management representatives and up to three City-employed AFSCME members will meet at a minimum of once per quarter to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement. If after meeting there remain unresolved issues, the Union may request an AFSCME Representative be present at the next meeting.

### **ARTICLE 34. - UNION RIGHTS**

34.1 The Union may select up to three (3) Stewards from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

34.2 The Steward shall notify his/her supervisor prior to leaving his/her work area for the above-stated purposes.

34.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 34.1 of this Agreement.

34.4 New Employee Orientation - A designated union representative will be allowed up to thirty (30) minutes on paid time during the new employee orientation to make a presentation to represented employees.

### **ARTICLE 35. - RESIDENCY**

All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.

### **ARTICLE 36. - INCLEMENT WEATHER AND CITY CLOSURE**

The City's Inclement Weather Policy shall apply to all bargaining unit members.

However, if due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked up to a maximum of 80 hours of

comp time per emergency. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

### **ARTICLE 37. - DRUG AND ALCOHOL POLICY**

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

### **ARTICLE 38. - SAVINGS CLAUSE**

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

### **ARTICLE 39. - EXISTING CONDITIONS**

39.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

39.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates pursuant to Article 1.2.

### **ARTICLE 40. – REOPENER**

40.1 In the event of any change to federal, state or local law, including the passage of new legislation that adds new benefits, increases existing benefits, increases employees' wage rates, or increases any other economic benefit to employees during the term of this Agreement, the Employer shall have the right upon no less than fifteen (15) calendar days' written notice to reopen the economic terms of this agreement (Article 23 and Attachment A: Wages, Article 25: Health and Welfare, Article 15: Vacation, Article 16: Sick Leave). The City will have the right to reopen under this Article 40 if the City's economic costs for the AFSCME bargaining unit increase by two percent (2%) or more, calculated from the time of ratification, due to the change in law or new legislation. The purpose of such reopener is to permit the parties to renegotiate the economic provisions of this Agreement so that the Employer's labor costs do not exceed the Employer's costs in existence at the time the parties' agreement was ratified. During this period of renegotiation, the no strike provisions of Article 29 shall remain in full force and effect. If the parties have not reached agreement on changing the economic terms of the Agreement within forty-five (45) calendar days of the start of negotiations which addresses the additional cost of complying with any federal, state or local law, the Employer shall have the right to implement its last, best and final offer.

**ARTICLE 41. - TERMINATION OF AGREEMENT**

41.1 This Agreement and the attachments hereto constitute the sole written agreement between the parties. This Agreement shall become effective July 1, 2020 and shall remain in full force and effect through and including June 30, 2021. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2021, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 28-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

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41.2 This Agreement shall be automatically renewed on July 1, 2021 and each year thereafter unless either party notifies the other in writing not later than March 1, 2021 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1, 2021.

This AGREEMENT is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CITY

BY: \_\_\_\_\_  
Amanda Zeiber  
Interim City Administrator  
City of Canby

BY: \_\_\_\_\_  
Brian Hodson  
Mayor, City of Canby  
Team President

FOR THE UNION

BY: \_\_\_\_\_  
Ross Kiely  
Council Representative  
Oregon AFSCME Council 75

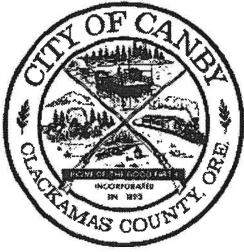
BY: \_\_\_\_\_  
Laney Fouse  
President, AFSCME Council 75, Local 350-6

BY: \_\_\_\_\_  
Jon Patrick  
AFSCME Bargaining Team Member  
Vice President, AFSCME Council 75, Local  
350-6

BY: \_\_\_\_\_  
Daryll Hughes Patrick  
AFSCME Bargaining Team Member

## ATTACHMENT A – WAGE SCALE

Position	5% between steps					3% between steps	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Head Lifeguard	2462	2585	2714	2850	2993	3082	3175
Office Specialist I	3274	3438	3610	3790	3980	4099	4222
Library Coordinator Tech Ref Librarian/Yth Svcs Municipal Court Clerk I							
Office Specialist II	3453	3626	3807	3997	4197	4323	4453
Mechanic Tech I Parks Maint Worker Swim Instructor/Program Coordinator							
Maintenance Worker I	3565	3743	3930	4127	4333	4463	4597
Maintenance Worker II	3839	4031	4232	4444	4666	4806	4951
Municipal Court Clerk II	3933	4130	4336	4553	4781	4924	5072
Code Compliance/Evidence Tech Planning Tech	4130	4337	4553	4781	5020	5171	5326
Maintenance Worker III	4167	4375	4594	4824	5065	5217	5373
Facilities Maintenance Technician Operator I							
Pre-Treatment Tech	4297	4512	4737	4974	5223	5380	5541
Office Specialist III	4378	4597	4827	5068	5321	5481	5646
User Service Tech.	4431	4653	4885	5129	5386	5547	5714
Econ Development & Tourism Coord Librarian Mechanic							
Purchasing & Accounting Specialist	4528	4754	4992	5242	5504	5669	5839
Swim Center Operator	4677	4911	5156	5414	5685	5855	6031
Operator II	4722	4958	5206	5466	5740	5912	6089
Lead Mechanic Parks Lead							
Public Works Lead	4953	5201	5461	5734	6020	6201	6387
Office Specialist IV	5127	5383	5653	5935	6232	6419	6611
Operator III Pre-Treatment Coord.	5166	5424	5696	5980	6279	6468	6662
Associate Planner Project Planner	5215	5476	5750	6037	6339	6529	6725
Operator Lead	5320	5586	5865	6159	6466	6660	6860
Senior Planner	5699	5984	6283	6597	6927	7135	7349



# City of Canby

PO Box 930  
222 NE 2nd Ave  
Canby, OR 97013

Phone: 503.266.4021  
Fax: 503.266.7961  
[www.canbyoregon.gov](http://www.canbyoregon.gov)

## City of Canby Staff Report

DATE: June 23, 2020  
TO: Hon Mayor Hodson & City Council  
THRU: Ms. Amanda Zeiber, Interim City Administrator  
FROM: Jerry Nelzen, Operations Supervisor

### Summary

North Locust Street has intermittent old curbs and sidewalks and the surface is failing and continues to deteriorate. The street is a residential street and also serves as an access to the Clackamas County Event Center. The existing sanitary sewer also needs upgrading prior to the reconstruction of the street. New curbs on both sides, streetlights, paving and sidewalks on the west side only will be constructed due to the limited right of way width. This staff report is to request the City Council's approval to enter into an engineering contract with the City Engineer of Record, Curran-McLeod, Inc. for design and construction engineering of sanitary sewer improvements to S Ivy Street, in the amount of \$90,000. The total cost of the project is estimated at \$840,000.

### Background

North Locust Street between NE 4<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue is an older street with limited right of way (40 feet wide) and fully developed on both sides. The location of some of the structures don't meet the current setbacks. To preserve parking on one side, sidewalks can only be constructed on one side of the street. There is no likely potential for any developments or any lot partitioning along this stretch of the roadway.

### Discussion

The City Engineers are very familiar with the street and the sewer system and the problems on North Locust Street and have completed several projects in the past within the City, including the collection system master planning. The engineering costs are very reasonable at approximately 15%.

During the meeting on-site with ODOT to discuss the project, we met many of the residents and they were eager to see the improvements taking place. This roadway has low intensity traffic most of the time except during the Clackamas County Fair. We are requesting this ordinance be approved with an emergency clause to permit the work to proceed immediately. The City can be ready to solicit bids this Fall.

**Fiscal Impact**

This project has been included in the budget for construction in 2020-2021 and is funded through the Street Reimbursement SDC, Sewer Reimbursement SDC and ODOT Fund Exchange revenues.

**Recommendation**

That the City of Canby approve Ordinance 1530 authorizing the City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$90,000 for design and construction engineering services and declaring an emergency to allow soliciting bids as early as possible.

**Proposed Motion**

I move to approve Ordinance 1530 authorizing the City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$90,000 for design and construction phase engineering services for reconstruction of the North Locust Street sanitary sewer and declaring an emergency.

**Attachments**

1. Ordinance 1530
2. Engineering Proposal Exhibit "A"
3. Contract for Construction



**ORDINANCE NO. 1530**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES TO COMPLETE IMPROVEMENTS TO N LOCUST STREET RECONSTRUCTION; AND DECLARING AN EMERGENCY.**

**WHEREAS**, CURRAN-McLEOD, INC. City's Engineer of Record has provided preliminary planning, preliminary engineering and cost estimates for engineering and construction for the needed improvements to the North Locust Street Reconstruction; and

**WHEREAS**, CURRAN-McLEOD, INC. and the CITY OF CANBY have been working with ODOT to secure \$352,194.57 in Fund Exchange monies to pay for part of the construction cost on this project; and

**WHEREAS**, the City of Canby has budgeted expenditures for this work in FY 2020-2021; Now therefore,

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Interim City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$53,700 for design phase services and \$36,300 for construction phase services in Fiscal Year 2020-2021, for a total contract amount of \$90,000.

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

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, July 15, 2020; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, August 5, 2020 after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 222 NE 2<sup>nd</sup> Avenue, Canby, Oregon.

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Melissa Bisset, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of August 2020 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson, Mayor

ATTEST:

---

Melissa Bisset, CMC  
City Recorder

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

June 23, 2020

Mr. Jerry Nelzen  
City of Canby  
182 N Holly Street  
Canby, OR 97013

Exhibit "A"

**RE: CITY OF CANBY  
N LOCUST STREET RECONSTRUCTION  
ENGINEERING PROPOSAL**

Dear Jerry:

We appreciate the opportunity to assist the City of Canby in providing design engineering and construction management cost estimate for N. Locust Street reconstruction. The project is located between NE 4<sup>th</sup> Avenue and NE 10<sup>th</sup> Avenue. The existing street width is mostly 39 feet with old curbs along most of this stretch and with intermittent sidewalks.

North Locust Street is classified as a local street in the City Transportation System Plan. We have reviewed the anticipated scope of work based on the design and construction of approximately 1,375 lineal foot, 33-foot paved street width in 40-foot existing right-of-way. The improvements will include new curbs, 5-foot wide sidewalks on the west side only, ADA ramps at the intersections, driveways, street lights, excavation, paving, 8" sanitary sewer on NE 9<sup>th</sup> Avenue, reconstruct services and reconnect to new main, installing cleanouts at the existing individual sanitary sewer laterals and storm drain will be part of these improvements. Only minimal water and private utility line modifications will be needed because this area has already fully served. If water and franchise utility upgrades are desired, they can be accommodated as a component of the work before the placement of the final asphalt paving.

This street width will be narrowed to 33 feet to allow the improvements to fit within the limited right-of-way. Although narrow, on-street parallel parking will be permitted on both sides of the roadway.

The following is an estimate of cost for the project. No costs are included in the estimates for easements preparation and no easements should be required. Design surveys have already been completed prior to this proposal.

<b>A. Site Preparation</b>					
A.1	Mobilization (5% of the total cost)	All	Lump Sum	\$28,200.00	\$28,200.00
A.2	Temporary Protection & Direction of Traffic	All	LS	4,000.00	4,000.00
A.3	Erosion Control	All	LS	2,000.00	2,000.00

A.4	Clearing & Grubbing, Tree and Landscape Protection and Site Restoration	All	LS	8,000.00	8,000.00
A.5	Common Excavation(15" depth)	2,600	CY	20.00	52,000.00
A.6	Subgrade/ Trench Stabilization	50	CY	35.00	1,750.00
A.7	Sawcut Asphalt/ Concrete Pavement	300	LF	2.00	600.00
				Subtotal	\$96,550.00
<b>B. Paving and Surfacing</b>					
B.1	1"-0" Crushed Rock (12" deep)	5,100	SY	12.00	61,200.00
B.2	Type "C" Concrete Curb	2,800	LF	16.00	44,800.00
B.3	6" Concrete Driveway w/2" Leveling Rock	350	SY	75.00	26,250.00
B.4	4" Concrete sidewalk w/ 2" Leveling Rock	800	SY	60.00	48,000.00
B.5	ADA Cast-in-Place Truncated Dome Mats	6	Each	400.00	2,400.00
B.6	½" Dense Mix Asphalt Pavement (4" deep)	1,200	Tons	90.00	108,000.00
B.7	Pavement Striping	All	LS	2,000.00	2,000.00
				Subtotal	\$292,650.00
<b>C. Storm Drainage</b>					
C.1	12" Diameter HDPE w/Trench Excavation and Rock Backfill	150	LF	600.00	90,000.00
C.2	Type G-2 Catch Basins	6	Each	2,000.00	12,000.00
C.3	48" Diameter Sedimentation Manhole	3	Each	5,000.00	15,000.00
C.4	48" Diameter Drywells	3	Each	30,000.00	90,000.00
				Subtotal	\$207,000.00
<b>D. Sanitary Sewer</b>					
D.1	6" Cleanouts, All Depths	30	Each	1,500.00	45,000.00
				Subtotal	\$45,000.00
<b>E. Utilities</b>					
E.1	Utility Trenching including Shading and Rock or Sand Backfill (Single Trench)	900	LF	10.00	9,000.00
E.2	Excavate, Prep Rock Pad and Rock Backfill Vaults/ Transformers	5	Each	1,000.00	5,000.00
E.3	Excavate and Rock Backfill for Street Light Poles	6	Each	800.00	4,800.00
				Subtotal	\$18,800.00
				Construction Cost	\$660,000.00
				Canby Utility Cost	\$25,000.00
				Engineering & Construction Phases Cost	\$90,000.00
				Contingency (10%)	\$65,000.00
				<b>TOTAL CONSTRUCTION COST</b>	<b>\$840,000.00</b>

Estimated costs of engineering work is listed below:

**Design Phase Engineering Cost Estimate:**

Field Research & Preliminary Layout	\$5,000
ODOT Prospectus Preparation & Submittal	2,200
Roadway Horizontal & Vertical Design	10,500
Utility Design, Storm, Sanitary & Electrical	12,700
Base Maps & Plan Sheet Graphics, 9 sheets	15,800
Contract Documents & Specifications	4,500
Preconstruction Monumentation Survey Filing	<u>3,000</u>
Total Design Phase Engineering	<u>\$53,700</u>

**Construction Phase Engineering Cost Estimate:**

Bid Procedure	\$4,500
Construction Staking	11,500
Contract Administration, As-builts	6,700
Project Closeout	3,700
Post-Construction Monumentation Survey Filing	3,100
Field Inspection, est 60 hrs	<u>6,800</u>
Total Construction Phase Engineering	<u>\$ 36,300</u>

We have attached for your review an estimate of construction costs and engineering costs and a copy of the Engineering Services Contract. The design engineering phase cost will be billed based on a lump sum and billed as percent complete while the construction engineering phase will be billed hourly, as needed, based on the standard hourly rates schedule not to exceed the estimated budget.

Excluded from our estimates are the costs of publishing in the Daily Journal of Commerce and BOLI fee. Those expenses will be billed directly to the City and are estimated at approximately \$2,500.

The design on this project will proceed during the fall months of 2020 and be ready to bid in the winter or spring of 2021.

If you have any concerns or questions, please let me know.

Sincerely,

**CURRAN-McLEOD, INC.**

  
Hassan A. Ibrahim, PE

cc: Engineering Services Contract  
Standard Hourly Rates (Exhibit "B")

**CITY OF CANBY  
NORTH LOCUST STREET RECONSTRUCTION  
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the **OWNER**, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the **ENGINEER**.

The **OWNER** intends to construct the North Locust Street Reconstruction for which the **ENGINEER** agrees to perform the various professional engineering services for the design and construction of said improvements.

**WITNESSETH**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

**SECTION A - ENGINEERING SERVICES**

The **ENGINEER** shall furnish engineering services to accomplish the work identified above and as more specifically identified in the correspondence dated June 23, 2020, attached as Exhibit A:

1. The **ENGINEER** will attend conferences with the **OWNER**, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the **OWNER** directs the **ENGINEER** to proceed, the **ENGINEER** will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if additional subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the **ENGINEER** will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the **OWNER** as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the **ENGINEER** represent his best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the **ENGINEER** nor the **OWNER** has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the **ENGINEER** cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the **ENGINEER**.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include the State of Oregon Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates as applicable, and OWNER, funding agency, and state requirements as appropriate.
4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section F-2 of this Agreement.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein.
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.

10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept.
12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of record drawings on electronic media and three sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.



19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of the Certificate of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

## **SECTION B - COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

### **Design Phase Engineering:**

- Fifty-Three Thousand Seven Hundred and No/100 Dollars (\$53,700)

### **Construction Phase Engineering:**

- Thirty-Six Thousand Three Hundred and No/100 Dollars (\$36,300)

2. The compensation for the above Engineering Services shall be as follows:
  - a. Preliminary and Design Phase Services shall include items A-1 through A-5.
  - b. Billings shall be submitted monthly by the ENGINEER for Preliminary and Design Phase Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for Preliminary and Design Phase Services.
  - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
  - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit B.
  - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.

## **SECTION C - RESIDENT CONSTRUCTION INSPECTION**

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit B. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

## **SECTION D - ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.

11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

#### **SECTION E - OWNER'S RESPONSIBILITIES**

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

## SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a twenty-four month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
  - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten

(10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER

10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees or agents.
12. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.

15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
17. This CONTRACT shall be construed according to the laws of the State of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

18. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: CITY OF CANBY ENGINEER: CURRAN-McLEOD, INC.

SIGNATURE: \_\_\_\_\_ SIGNATURE: 

NAME: \_\_\_\_\_ NAME: HASSAD IBRAHIM

TITLE: \_\_\_\_\_ TITLE: PRINCIPAL ENGINEER

DATE: \_\_\_\_\_ DATE: 6-23-2020

# **STANDARD HOURLY RATES**

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Effective January 1, 2019

Senior Principal Engineer	\$ 138.00
Principal Engineer	128.00
Project Engineer/Manager	125.00
Design Engineer/Manager	90.00
Design Technician/Inspector	80.00
Graphics Technician	75.00
Word Processing	65.00
Sub-Consultants	At Cost

# **REIMBURSABLE EXPENSES**

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





# City of Canby

PO Box 930  
222 NE 2nd Ave  
Canby, OR 97013

Phone: 503.266.4021  
Fax: 503.266.7961  
www.canbyoregon.gov

## City Council Staff Report

DATE: July 15, 2020  
TO: Honorable Mayor Hodson and City Council  
FROM: Joseph A. Lindsay, Canby City Attorney  
ITEM: Ordinance Number 1531: Granting a Nonexclusive Franchise to Canby Telephone Association (DirectLink) to provide telecommunication services within the City of Canby; and establishing an effective date.

---

### **Background**

In 1979, the City originally granted Canby Telephone Association a nonexclusive franchise for providing telecommunication services in the City of Canby. The Franchise Agreement has been amended and extended through several ordinances over the years. The City's most recent Franchise Agreement with Canby Telephone Association (DirectLink) was granted through June 7, 2020. The City and DirectLink would like to extend the term of the Franchise Agreement for a ten year term retroactive to June 7, 2020.

As the tide of upcoming 5G small cell deployments hit Canby, FCC regulations are changing the amounts we can charge for telecommunications. The Internet Freedom Act requires a "level playing field" in how we regulate and charge telecommunications companies. In this spirit, we are offering a 5 percent franchise fee because the FCC has opined in their rulings that 5 percent is probably the most they would make a 5G telecom company endure before they saw it as cost prohibitive.

### **Attachments**

1. Ordinance No. 1531
2. Franchise Agreement

### **Recommendation**

Approve the Ordinance extending the Franchise Agreement with Direct Link for a ten year term.

### **Proposed Motion**

"I move to approve Ordinance No. 1531, An Ordinance granting a nonexclusive franchise to Canby Telephone Association (DirectLink) to provide telecommunication services within the City of Canby, and establishing an effective date to come up for a second reading on August 5, 2020."

**ORDINANCE NO. 1531**

**AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO CANBY TELEPHONE ASSOCIATION (DIRECT LINK) TO PROVIDE TELECOMMUNICATION SERVICES WITHIN THE CITY OF CANBY, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Canby Telephone Association, an Oregon Cooperative Corporation, hereinafter referred to as "Grantee", currently provides telecommunications services, more specifically, telephone services within the City of Canby (City); and

**WHEREAS**, the franchise granted to Grantee by previous Ordinances No. 668, No. 845, No. 1040, No. 1053, No. 1342, and No. 1425 expired on June 7, 2020; and

**WHEREAS**, pursuant to Canby Municipal Code (CMC) Chapter 12.35, which governs the issuance of such franchises and provides general terms and conditions applicable thereto, the City desires to enter into a non-exclusive franchise with Grantee to provide telecommunication services to the citizens of Canby; and

**WHEREAS**, the City has evaluated the technical, legal and financial capability of the Grantee to continue to provide such service to its citizens, and believes it is in the best interests of the City to promote the offering of competitive telecommunications services, subject to the City's lawful authority to regulate the use of its rights-of-way; and

**WHEREAS**, the City and Grantee have negotiated an updated nonexclusive Franchise Agreement to provide telecommunication service to customers within the City of Canby, Oregon; and

**WHEREAS**, the City Council finds based on its assessment of community needs that the proposed nonexclusive Franchise Agreement, attached hereto as Exhibit "A", and by this reference incorporated herein, meets those community needs and that it should therefore grant the updated nonexclusive franchise agreement as requested, consistent with the terms and conditions of Exhibit "A".

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

Section 1. The City hereby grants to Canby Telephone Association of Canby, Oregon, a nonexclusive franchise on the otherwise same terms and conditions in the attached Exhibit "A", except as amended herein for a ten (10) year term from the effective date of June 7, 2020 and at a franchise fee rate of five (5) percent, to provide telecommunication services, specifically, telephone services, to its customers in the City of Canby.

Section 2. This ordinance shall retroactively take effect on June 7, 2020 as directed by the Canby City Council.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 15, 2020, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 5, 2020, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NW 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

\_\_\_\_\_  
Melissa Bisset  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5<sup>th</sup> day of August, 2020 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**EXHIBIT A**

**FRANCHISE AGREEMENT BETWEEN THE**

**CITY OF CANBY, OREGON**

**AND**

**CANBY TELEPHONE ASSOCIATION,**

**AN OREGON COOPERATIVE CORPORATION**

This Nonexclusive Franchise Agreement (Agreement) is by and between the City of Canby, Oregon (City) and Canby Telephone Association, an Oregon Cooperative Corporation, hereinafter referred to as "Grantee", for the provision of telecommunication services to customers within the City of Canby, Oregon.

**RECITALS**

**WHEREAS**, Grantee, currently provides telecommunications services, including specifically, telephone services, within the City; and

**WHEREAS**, the franchise granted to Grantee by previous Ordinances No. 668, No. 845, No. 1040, No. 1053, No. 1342, and No. 1425 expired on June 7, 2020; and

**WHEREAS**, pursuant to Canby Municipal Code (CMC) Chapter 12.35, which governs the issuance of such franchises and provides general terms and conditions applicable thereto, the City desires to enter into a non-exclusive franchise agreement with Grantee to provide telecommunication services to the citizens of Canby; and

**WHEREAS**, the City believes it is in the best interests of the City to promote the offering of competitive telecommunications services, subject to the City's lawful authority to regulate the use of its rights-of-way; and

**WHEREAS**, the City and Grantee desire to leave no doubts as to their respective roles and by entering into this Agreement, in consideration of the premises above stated and the terms, conditions and agreements contained herein, **the Parties do hereby agree as follows:**

Section 1: Grant of Franchise. The City hereby grants to Grantee, a nonexclusive franchise to use the public rights-of-way within the City to provide telecommunications services to customers within the City. Grantee agrees to

comply with all applicable federal, state and local laws, ordinances, rules and regulations, including Canby Municipal Code (CMC) Chapter 12.36, as amended from time to time.

Section 2: Term. The term of this franchise shall be ten (10) years, commencing with the effective date set forth in Section 8. Notwithstanding the foregoing, the Grantee may terminate this franchise after providing six months' written notice to the City upon Grantee's conversion to providing telecommunication services using voice over internet protocol, provided that the Grantee has other lawful authority to maintain the facilities permitted by this franchise in the City's rights-of-way and termination is consistent with the Canby Municipal Code.

Section 3: Franchise Area. The Grantee is authorized by this franchise to use public rights-of-way throughout the City as the City limits may exist now or in the future.

Section 4: Franchise Fee.

- A. As consideration for the use of the City's rights-of-way, Grantee shall remit to the City seven percent (5%) of its "gross revenues" earned from the provision of telecommunications services (as defined in CMC 12.36.030) within the City. "Gross revenues" shall mean "any and all revenue, of any kind, nature or form, without deduction for expense, less net uncollectibles, subject to all applicable limitation imposed by federal or state law".
- B. Franchise fee payments shall be made quarterly on or before 45 days after the end of the preceding quarter, continuing through the term of this franchise. Payments not received by the 45<sup>th</sup> day of each quarter shall be assessed interest at the rate of one and one half percent per month until paid.
- C. The City shall have the right to conduct or cause to be conducted an audit of gross revenues as defined in Section 4A above for the purpose of ascertaining whether Grantee's franchise fee payments have met the requirements of the franchise. Any difference of payment due either the City or Grantee following audit shall be payable within thirty (30) days after written notice to the affected party.

Section 5: Franchise Acceptance, Proof of Insurance . Within thirty (30) days of the passage of this Ordinance by the City Council, the Grantee shall file with the City Administrator (1) a written statement accepting the terms and conditions of this franchise grant substantially in the form set forth in Exhibit A, and (2) proof of the insurance required by CMC 12.36.0B0H. Timely filing of such acceptance and proof

of insurance shall be a condition of this franchise becoming effective.

Section 6: Franchise Nonexclusive. The franchise hereby granted is not exclusive, and shall not be construed as any limitation on the right of the City to grant rights, privileges and authority to other persons or corporations or to itself to make any lawful use of the City's rights-of-way.

Section 7: Changes in Law. This franchise authorizes only the provision of "telecommunications services" as that term is defined in CMC 12.36.030. The provision of other services by Grantee requires separate authority from the City. In the event of changes in applicable laws during the term of this franchise, such that additional services are deemed to be "telecommunications services" and/or additional revenues are eligible for calculation of franchise fees, this Agreement will operate to authorize Grantee's use of the City's rights-of-way for provision of the additional services, provided a corresponding change in the calculation of the franchise fee payable to the City is made.

Section 8: Effective date. This Agreement will become effective as of June 7, 2020.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first written above.

CITY OF CANBY, OREGON,

A Municipal Corporation

By: \_\_\_\_\_

Name: Brian Hodson

Title: Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph Lindsay  
City Attorney

City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

This is to advise the City of Canby, Oregon that Canby Telephone Association (the "Grantee") hereby accepts the terms and provisions of Ordinance No. 1531 passed by the City Council on August 5, 2020 (the "Franchise") granting a Franchise for ten (10) years to Canby Telephone Association (DirectLink). The Grantee agrees to abide by each and every term of the Franchise.

**CANBY TELEPHONE ASSOCIATION (DirectLink)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Canby

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Phone: 503.266.4021  
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www.canbyoregon.gov

## City Council Staff Report

DATE: July 15, 2020  
TO: Honorable Mayor Hodson and City Council  
FROM: Joseph A. Lindsay, Canby City Attorney  
ITEM: Ordinance Number 1532: Granting a Nonexclusive Franchise to Canby Telephone Association (DirectLink) to provide cable television service within the City of Canby; and establishing an effective date.

---

### Background

In 2005, the City granted Canby Telephone Association a nonexclusive franchise to provide cable television service in the City of Canby. The 2005 Franchise Agreement was for a twelve year period and was extended by resolution for three years in 2017. The City's most recent Franchise Agreement was granted through March 4, 2020. The City and DirectLink would like to extend the term of the Franchise Agreement for a ten year term retroactive to March 4, 2020.

As the tide of upcoming 5G small cell deployments hit Canby, FCC regulations are changing the amounts we can charge for telecommunications. The Internet Freedom Act requires a "level playing field" in how we regulate and charge telecommunications companies. In this spirit, we are offering a 5 percent franchise fee because the FCC has opined in their rulings that 5 percent is probably the most they would make a 5G telecom company endure before they saw it as cost prohibitive.

### Attachments

1. Ordinance No. 1532
2. Franchise Agreement

### Recommendation

Approve the Ordinance extending the Franchise Agreement with Direct Link for a ten year term.

### Proposed Motion

"I move to approve Ordinance No. 1532, An Ordinance granting a Nonexclusive Franchise to Canby Telephone Association (DirectLink) to provide cable television service within the City of Canby; and establishing an effective date to come up for a second reading on August 5, 2020."



**ORDINANCE NO. 1532**

**AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO CANBY TELEPHONE ASSOCIATION (DIRECTLINK) TO PROVIDE CABLE TELEVISION SERVICE WITHIN THE CITY OF CANBY, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Canby Telephone Association, an Oregon Cooperative Corporation, hereinafter referred to as "Grantee", currently provides cable television service within the City of Canby (City); and

**WHEREAS**, the franchise granted to Grantee by Ordinance No. 1169, extended through March 4, 2020 and amended by Resolutions No. 1270 and No. 1349; and

**WHEREAS**, the City has evaluated the technical, legal and financial capability of the Grantee to continue to provide such service to its citizens, and believes it is in the best interests of the City to promote the offering of competitive cable television service, subject to the City's lawful authority to regulate the use of its rights-of-way-; and

**WHEREAS**, the City and Grantee have negotiated an updated nonexclusive Franchise Agreement to provide cable television service to customers within the City of Canby, Oregon; and

**WHEREAS**, the City Council finds based on its assessment of community needs that the proposed nonexclusive Franchise Agreement, attached hereto as Exhibit "A", and by this reference incorporated herein, meets those community needs and that it should therefore grant the updated nonexclusive franchise agreement as requested, consistent with the terms and conditions of Exhibit "A".

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

Section 1. The City hereby grants to Canby Telephone Association of Canby, Oregon, a nonexclusive franchise on the otherwise same terms and conditions in the attached Exhibit "A", except as amended herein for a ten (10) year term from the effective date of March 4, 2020 and establishing a new Franchise Fee rate of five (5) percent to operate and maintain a cable television system in the City of Canby.

Section 2. This ordinance shall retroactively take effect on March 4, 2020 as directed by the Canby City Council.

Section 3. The grant of franchise contained herein is conditioned upon the filing of an acceptance in substantially the form contained in Exhibit "B".

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 15, 2020, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, August 5, 2020, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NW 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

\_\_\_\_\_  
Melissa Bisset  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5<sup>th</sup> day of August, 2020 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**EXHIBIT A**

**2005 Franchise Agreement, 2011 Amendment and 2017 Extension**

**ORDINANCE NO. 1169**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO CANBY TELEPHONE ASSOCIATION TO PROVIDE CABLE TELEVISION SERVICE WITHIN THE CITY OF CANBY**

**WHEREAS**, the City received a request from Canby Telephone Association of Canby, Oregon for a non-exclusive franchise to provide cable television service to customers within the City of Canby, Oregon; and

**WHEREAS**, the City has evaluated the technical, legal and financial capability of the proposed grantee to operate the cable television system; and

**WHEREAS**, the City Council finds based on its assessment of community needs that the proposed non-exclusive franchise agreement, attached hereto as Exhibit "A", and by this reference incorporated herein, meets those community needs and that it should therefore grant the franchise as requested, consistent with the terms and conditions of Exhibit "A"; now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The City hereby grants to Canby Telephone Association of Canby, Oregon, a non-exclusive franchise on the terms and conditions in the attached Exhibit "A", for a period of twelve (12) years from the effective date of this ordinance, to operate and maintain a cable television system in the City of Canby.

Section 2. The grant of franchise contained herein is conditioned upon the filing of an acceptance in substantially the form contained in Exhibit "B" to the attached franchise as provided in Section 3.7 of the franchise, and upon the filing of all required financial and insurance documentation as required by Section 8 of the franchise.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 19, 2005 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, February 2, 2005, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

Kimberly Scheafer  
Kimberly Scheafer  
City Recorder - Pro Tem

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on February 2, 2005, by the following vote:

YEAS 6

NAYS 0

Melody Thompson  
Melody Thompson, Mayor

ATTEST: Kimberly Scheafer  
Kimberly Scheafer, City Recorder - Pro Tem

**CABLE TELEVISION  
FRANCHISE AGREEMENT**  
between  
**CANBY, OREGON**  
and  
**CANBY TELEPHONE ASSOCIATION**  
  
**FEBRUARY, 2005**

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## 1. PURPOSE AND INTENT.

- 1.1 The City of Canby, Oregon (hereafter Grantor) is authorized to and by this Franchise Agreement does grant to Canby Telephone Association (hereafter Grantee) a non-exclusive 12-year Franchise, revocable as provided herein, to offer cable services over the Grantee's Telecommunications System in the City.
- 1.2 The purpose of this Franchise Agreement is to create a binding, enforceable contract between Grantor and Grantee.
- 1.3 An additional purpose of the Franchise Agreement is to explicitly recognize and acknowledge that Grantor has granted to Grantee a prior franchise under Ordinance Number 1053 to provide Telecommunications Services. The Franchise under Ordinance Number 1053 authorizes Grantee to use Grantor's streets and public ways. Under this Franchise, Grantor recognizes that Grantee will offer Cable Services to its customers over Grantee's existing Telecommunications System. It is the intent of the parties that if this Franchise Agreement should terminate at any point, Grantee will continue to operate the Telecommunications System provided a Telecommunications Franchise Agreement is still in effect between Grantor and Grantee.

## 2. DEFINITIONS.

For the purposes of this Franchise Agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used in this Franchise which are not defined hereunder but are defined in the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 (Cable Act) shall have the meaning specified in the Cable Act definition.

- a. "Access" or "Community Access" or "Public, Educational and Government (PEG) Access" means the availability for use by various agencies, institutions, organizations, groups and individuals in the community, including the City and its designees, of the Cable System to acquire, create, and distribute non-commercial Programming not under the Grantee's editorial control.
- b. "Access Channel" or "Public, Educational or Government Access (PEG) Channel" means any channel or portion of a channel utilized for non-commercial programming, where any member of the general public or any organization may be a programmer, without charge by the Grantee, on a non-discriminatory basis.

"Educational Access Channel" means any channel or portion of a channel available for educational programming by individuals or institutions.

"Government Access Channel" means any channel or portion of a channel available for programming by government agencies.

"Public Access Channel" means any channel or portion of a channel where any member of the general public may be a programmer on a non-discriminatory basis.

Nothing in this Franchise shall prevent the Grantor or its designee from carrying out fundraising activities to supplement access capital or operating funds, and such fundraising activity shall not in itself constitute a commercial use of access channels, facilities and equipment.

- c. "Addressability" means the capability of the cable communications system to provide programming to specific subscribers on a per program, program package, and premium channel basis without the need for a major system upgrade to activate the capability. An upgrade that requires only the installation of a piece or pieces of equipment between the point at which a subscriber's drop line connects to the system and the point at which the drop connects to the subscriber's television receiver shall not be considered a major system upgrade.
- d. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- e. "Availability of Service" means the ability of a subscriber to obtain a service within 60 days by requesting the service and paying applicable installation and/or usage charges.
- f. "Basic Cable Service" means that tier of cable service which is required as a condition of access to all other video services and which includes but is not limited to a) the retransmission of local broadcast station signals, and b) public, educational and government access channels. Basic Cable Service includes video service over Grantee's Telecommunications System.
- g. "Broadcast Signal" means a television or radio signal that is transmitted over-the-air to a wide geographic audience and is received by the cable communications system off-the-air, whether by microwave link, by satellite receiver, or by other means.

- h. "Cable Act" means collectively the federal Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as amended.
- i. "Cable Operator" means any Person or group of Persons, including Grantee, who provide Cable Service over a Cable System and directly or through one or more Affiliates own a significant interest in such Cable System or who otherwise control or are responsible for, through any arrangement, the management and operation of such a Cable System.
- j. "Cable Service" means a) the one-way transmission to subscribers of video programming or other programming service; and b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service covered by the Cable Act.
- k. "Cable Communications System" or "Cable System" or "System" shall have the meaning specified in the definition of "Cable System" in the Cable Act. In every case of its use in this Franchise, unless otherwise specified, the term shall refer to the Telecommunications System constructed and operated by the Grantee in Canby under the Franchise granted to Grantee under Ordinance Number 1053.
- l. "Channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering video signal whether in an analog or digital or digital format. This definition does not restrict the use of any channel to the transmission of analog video signals.
- m. "City" means the City of Canby, Oregon, a municipal corporation, and all of the territory within its corporate boundaries, as such may change from time to time.
- n. "City Council" means the Council of the City of Canby.
- o. "Commercial Subscriber" means a subscriber receiving cable services in a business or other commercial enterprise, where the services are to be used primarily in conjunction with the enterprise and the rates for services are individually negotiated with the subscriber.
- p. "Converter" means an electronic device for changing the frequency of a television signal. A set-top Converter changes the frequency of the mid-band, superband, or hyperband signals to a suitable channel which the television receiver is able to tune.
- q. "FCC" means the Federal Communications Commission.

- r. "Franchise" or "Franchise Agreement" means the authorization granted by this document, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system. Unless otherwise specified, "Franchise" shall designate this agreement, including all referenced material, adopted in the appropriate manner by the Grantor.
  - s. "Franchise Area" means all territory within of the City of Canby, at present or in the future.
  - t. "Grantee" or "Franchisee" means Canby Telephone Association, an Oregon Cooperative Corporation, and the lawful successors, transferees, or assignees thereof.
  - u. "Grantor" means Canby, a municipal corporation in the State of Oregon.
  - v. "Gross Receipts" means gross revenues less any bad debts related to the operation of the System authorized by this Franchise.
  - w. "Gross Revenues" means all amounts received by the Grantee, or any entity that constitutes a "Cable Operator" under the Cable Act definition, in whatever form and from all sources, derived from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area. "Gross Revenues" shall be limited to all amounts derived from Grantee's provision of video services over the Telecommunications System. All existing services provided by Grantee over the Telecommunications System shall be excluded from the definition of Gross Revenues, as well as any future non-cable services provided over the Telecommunications System to the extent such services are not cable services. Gross Revenues shall include all Cable Services, premium services, advertising, commissions on sales of goods or services by third parties utilizing the Cable System (e.g., home shopping networks), installations, leasing, renting or selling of system capacity, and all other revenues derived from the operation of Grantee's Cable System to provide cable services, regardless of whether initially recorded to another entity and however characterized. Gross Revenues shall not include revenue derived from the Grantee's operation as a telecommunications provider or any other non-cable service related activities.
- "Gross Revenues" shall also include any amounts received or earned by any Affiliate of the Grantee in whatever form and from all sources, derived from the operation of Grantee's Cable System to provide cable services within the Franchise Area, including amounts for Cable services, premium services, advertising, commissions on sales of goods or services by third parties utilizing the Cable System (e.g., home

shopping networks), installations, leasing, renting, or selling of system capacity and all other revenues derived from the operation of Grantee's Cable System. Gross Revenues shall not include revenues derived from Grantee's operation as a telecommunications provider or any other information services activities, nor transport through the Cable System to another service provider subject to separate franchising authority.

Any sales, excise or other taxes or fees levied directly upon subscribers by a local, state or federal government and collected by the Grantee for direct pass-through to such government shall not be included in "Gross Revenues".

Subject to the limits and restrictions of federal and state law copyright fees paid by the Grantee shall be excluded from Gross Revenues.

"Gross Revenues," however, shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute "Gross Revenues" of both the Grantee and the Affiliate, shall be counted only once for purposes of determining "Gross Revenues."

Revenues derived from an institutional network shall not be considered "Gross Revenues" for purposes of this Franchise, but shall be the subject of future and separate negotiations in the event an institutional network is built and/or operated by Grantee, subject to state and federal law.

The definition of "Gross Revenues" includes those revenues collected as franchise fees and paid to a local government.

- x. "Institutional Service" means video, audio, data and other services provided to institutional subscribers on an individual application, private channel basis. These services may include, but are not limited to, two-way video, audio or digital signals among institutions, or between institutions and residential subscribers.
- y. "Institutional Network" means that part of a cable communications network designed principally for the provision of non-entertainment, interactive services to schools, public agencies or other non-profit agencies for use in connection with the ongoing operations of such institutions.
- z. "Institutional Subscriber" means a place of business, public agency, school or non-profit corporation receiving institutional services on the institutional subscriber network.

- aa. "Interactive Services" means services provided to subscribers where the subscriber either (a) both receives information consisting of either television or other signals and transmits signals generated by the subscriber or equipment under the subscriber's control for the purpose of selecting what information shall be transmitted to the subscriber or for any other purpose; or (b) transmits signals to any other location for any purpose. Any provision of interactive services by adding capabilities to the Telecommunications System shall not have the effect of permitting Grantor to purchase Grantee's Telecommunications System as otherwise permitted to do under Section 547 of the Cable Act (47 USC § 627).
- bb. "Leased Channel" means any channel or portion of a channel available for programming by persons or entities other than Grantee for a fee or charge.
- cc. "Local Origination Channel" means any channel or portion of a channel where the Grantee is the only designated programmer, or has delegated programming to a third party, and which is used to provide television programs to subscribers.
- dd. "Monitoring" means observing a one way communications signal, or the absence of a signal, where the observer is neither the subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever.
- ee. "Non-Broadcast Signal" means a signal that is transmitted by the cable communications system and that is not involved in an over-the-air broadcast transmission path.
- ff. "Open Channel" means any channel that can be received by all subscribers having cable-ready television sets, without the necessity of special descrambling equipment.
- gg. "Pay Channel" or "Premium Channel" means a channel on which television signals are delivered to subscribers for a special fee or charge over and above the regular charges for standard subscriber service, on a per program, per channel, or other subscription basis.
- hh. "Person" means any corporation, partnership, proprietorship, individual, organization, or other entity doing business in the State of Oregon, or any natural person.
- ii. "Programmer" means any person or entity who or which produces or otherwise provides program material or information for transmission by video, audio, digital or other storage methods or media, to subscribers, by means of the cable communications system.
- jj. "Programming" means the process of causing television programs or other patterns of signals in video, voice or data formats to be transmitted on the Cable System, and

includes all programs or patterns of signals transmitted or capable of being transmitted, on the Cable System.

- kk. "Record" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including, without limitation, all letters, correspondence, memoranda, minutes, notes, summaries or accounts of telephone conversations, magnetic and laser disk files, opinions or reports of consultants or experts, invoices, billings, statements of accounts, studies, appraisals, analyses, contracts, agreements, charts, graphs, and photographs to the extent related to the enforcement or administration of this Franchise.
- ll. "Resident" means any natural person residing within the Franchise Area.
- mm. "Residential Service" means services delivered on the residential subscriber network.
- nn. "Residential Subscriber" means a subscriber who receives services on the residential subscriber network.
- oo. "Residential Network" means a cable communications network designed principally for the delivery of entertainment, community access, or interactive services to individual dwelling units.
- pp. "School" means any public educational institution, including primary and secondary schools, community colleges, colleges, universities and extension centers, and all similarly situated private and parochial educational institutions which have received the appropriate accreditation from the State of Oregon and, where required, from other authorized accrediting agencies, and which serve a minimum of twenty (20) students.
- qq. "Section" means any section, subsection, or provision of this Franchise Agreement.
- rr. "Streets and Public Ways" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them.
- ss. "Subscriber" means any person who elects to subscribe to, for any purpose, a service provided by the Grantee by means of, or in connection with, the cable communications system whether or not a fee is paid for such service.

- tt. "Tapping" means observing a two-way communications signal exchange where the observer is neither of the communicating parties, whether the exchange is observed by visual or electronic means, for any purpose whatsoever.
- uu. "Telecommunications System" means the infrastructure categorized in the Code of Federal Regulations, Part 32, including all wires, cables, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, terminals, switches, hubs, routers, distribution equipment, power supplies, and any other property and equipment as are necessary for the Grantee to construct, operate, and maintain in order to provide Telecommunications Services under Ordinance Number 1053.
- vv. "Year" means a full twelve-month calendar year, unless designated otherwise, such as a "fiscal year".

### **3. GRANT OF FRANCHISE.**

#### **3.1 Grant.**

Grantor hereby grants to the Grantee a non-exclusive, revocable Franchise for a 12-year period from and after the effective date hereof, revocable as provided herein, to construct, operate and maintain a cable communications system within the Franchise Area. This Franchise constitutes the authority, right, privilege and obligation to provide Cable Services over the Telecommunications System as required by the provisions of this Franchise Agreement.

This Franchise is subject to the laws of the United States and the State of Oregon, and to the general ordinances of the Grantor affecting matters of general City concern and not merely existing contractual rights of Grantee, whether now existing or hereinafter enacted. In particular this Franchise supersedes any of Grantor's Ordinances in any matter in which the Franchise and the Ordinance are in conflict. The Grantor shall make a good faith effort to notify the Grantee of any City proceedings which would substantially affect the Grantee's operations, and shall upon request supply the Grantee with copies of any City laws or regulations affecting Grantee's operations.

Grantee promises and guarantees as a condition of exercising the privileges granted by this Agreement, that any Affiliate or joint venture or partner of the Grantee directly involved in the offering of Cable Service in the Franchise Area, or directly involved in the management or operation of the Cable System in the Franchise Area, will also comply with the terms and conditions of this Agreement.



### **3.2 Use of Streets and Public Ways.**

For the purpose of constructing, operating and maintaining a cable communications system in the Franchise Area, the Grantee may erect, install, audit, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the public streets and ways within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary, convenient and appurtenant to the operation of the cable communications system. Prior to construction or alteration, however, the Grantee shall in each case file plans as required with the appropriate agencies of Grantor and in accordance with any agreements with utility providers and companies, pay applicable fees, and receive approval as necessary before proceeding. Nothing in this section shall relieve the Grantor of the obligations of Section 4.5 regarding the trimming of trees and other vegetation.

Grantee, through this Agreement, is granted extensive and valuable rights to operate its Cable System for profit using Grantor's public rights-of-way and public utility easements within the Franchise Area in compliance with all applicable Grantor construction codes and procedures. As trustee for the public, Grantor is entitled to fair compensation to be paid for these valuable rights throughout the term of this Agreement.

### **3.3 Duration and Effective Date of Franchise/Franchise Review.**

Except as otherwise provided herein for revocation, the term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be 12 years from the effective date of this agreement, at which time the Franchise shall expire and be of no force and effect. The effective date of the Franchise shall be March 4, 2005, unless the Grantee fails to file the Franchise acceptance in accordance with Section 3.7 herein, in which event this Franchise shall be null and void.

During the six-month period beginning seven (7) years after the effective date of this Franchise, the Grantor and Grantee shall undertake a review of Grantee's system and performance to date, in order to determine whether the Franchise should continue in effect for the full twelve (12) year term or should terminate early at the end of nine (9) years from the effective date. The Grantor may terminate the Franchise early if the Grantee has been guilty of a pattern of material violations of the Franchise; refuses by the end of the six-month period to make provision for the effective resolution of any evident patterns of customer service problems unanticipated in provisions of the Franchise; or, if requested by ordinance of the Grantor's City Council, declines to agree within 180 days thereafter to complete, by the end of the

ninth (9<sup>th</sup>) year of the Franchise, an upgrade or rebuild of the system such that the system as upgraded or rebuilt will be reflective of:

- (a) The non-experimental state of the art of cable communications systems, in technical capacity and proven performance; and
- (b) general parity of overall cable service with the most advanced non-experimental cable service provided in the Portland metropolitan area.

Any proposal by the Grantor to terminate the Franchise early shall be subject to the same procedural requirements as for a revocation under Section 11.1 hereof. If the Grantor does not terminate the Franchise early as provided herein, the Franchise shall continue for its full twelve (12) year term.

### **3.4 Franchise Not Exclusive.**

The Franchise granted herein is not exclusive. This Franchise shall not be construed as any limitation upon the right of the Grantor, through its proper officers, to grant to other persons or corporations, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other streets and public ways or public places by franchise, permit or otherwise, subject to the provisions of Section 13.11 herein.

### **3.5 Franchise Non-Transferable.**

This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

If the Grantee wishes to transfer this Franchise, the Grantee and Grantor shall proceed pursuant to Section 617 of the Cable Act and related rulemakings of the FCC. Grantee shall give Grantor written notice of the proposed transfer, and shall request consent of the transfer by the Grantor. For the purpose of determining whether it will consent to such transfer, Grantor may inquire into the qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise Agreement. The Grantee shall assist Grantor in any such inquiry, and shall provide all information requested in writing by the Grantor that is reasonably necessary to determine the legal, financial and technical qualifications of the proposed transferee in order to determine whether it will consent to the proposed

transfer. The Grantor may condition its consent upon such terms and conditions as it deems appropriate, related to the qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise. Consent to the transfer shall not be unreasonably withheld. Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have one hundred and twenty (120) days to act upon any request for approval of a transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the Grantor. If the Grantor fails to render a final decision on the request within said 120 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within thirty (30) days thereafter file with the Grantor a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, lease, mortgage, assignment or transfer, certified and sworn to as correct by the Grantee.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall within thirty (30) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a cable communications system of the Grantee or any Affiliate of the Grantee. However, the cable communications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit sale of tangible assets of the cable system in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is cable system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an Affiliate a majority of whose beneficial ownership is held by a parent of the Grantee.

### **3.6 Change in Control.**

The Grantee shall promptly notify the Grantor of any proposed change in, transfer of, or acquisition by any other party of control of the Grantee or of Grantee's interest in the cable franchised system. There shall be no change of control of the cable franchised system without prior approval of the Grantor. Such change in control

shall make this Franchise subject to revocation unless and until the Grantor shall have given written consent thereto.

If the Grantee wishes to operate the Franchise under a change of control, the Grantee shall give the Grantor written notice of the proposed change, and shall request approval of the change by the Grantor. The Grantor shall have one hundred and twenty (120) days to act upon the request, following the receipt of the request and of all information required in accordance with FCC regulations, as well as all information required in writing by the Grantor prior to or subsequent to the request for approval. If the Grantor fails to render a final decision on the request within said one hundred and twenty (120) days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

For the purpose of determining whether it will consent to such change, transfer, or acquisition of control, Grantor may inquire into the qualifications of the prospective controlling party to perform the obligations of the Grantee under this Franchise Agreement. The Grantee shall assist Grantor in any such inquiry. Consent to the change of control shall not be unreasonably withheld.

**3.7 Franchise Acceptance.**

- a. The Grantee, within sixty (60) days after the tender by the Grantor to Grantee of the Franchise Agreement adopted by the Grantor shall file in the office of the City Manager a written acceptance executed by Grantee, in the form attached hereto as Exhibit B.

In the event Grantee fails to file the acceptance as required herein, then this Franchise shall be null and void.

**4. CONSTRUCTION AND SERVICE REQUIREMENTS.**

**4.1 General.**

The Grantee shall maintain on its cable system a minimum practical capacity of one hundred (100) activated Channels, defined under the Cable Act of 1992 as those channels engineered at the headend of the cable system for the provision of services generally available to residential subscribers of the cable system, regardless of whether such services actually are provided. In all its construction and service provision activities, Grantee shall meet or exceed the construction, extension and service requirements set forth in this Franchise Agreement.

Prior to beginning any construction, Grantee shall provide Grantor with a construction schedule for work in the Streets. All construction shall be performed in compliance with this Agreement and all applicable Grantor Ordinances and Codes.

When obtaining a permit, Grantee shall inquire in writing about other construction currently in progress, planned or proposed, in order to investigate thoroughly all opportunities for joint trenching or boring. Whenever it is possible and reasonably practicable to joint trench or share bores or cuts, Grantee shall work with other providers, grantees, permittees, and franchisees so as to reduce as far as possible the number of Street cuts. While Grantee will have the rights and obligations under Section 4 of this Franchise, it is not anticipated that any construction will be required under this Franchise for the Grantee to meet its obligations to provide services under this Franchise.

**4.2 Right of Inspection of Construction.**

Grantor shall have the right to inspect all construction or installation work performed within the Franchise Area and to make such tests as it shall find necessary to ensure compliance with construction or installation standards of this Franchise Agreement and other pertinent provisions of law.

**4.3 Provision of Residential Service.**

- a. In General. It is the City's general policy that all potential Residential Subscribers in the Grantee's Franchise Area should have equivalent Service Availability from Grantee's Cable System under non-discriminatory rates and reasonable terms and conditions. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within its Franchise Area. Except as otherwise provided in this section, Grantee shall provide Cable Service within 60 days of a request by any Person within its Franchise Area. For purposes of this Section, a request shall be deemed made on the date of signing a service agreement, receipt of funds by the Grantee, receipt of a written request by the Grantee or receipt by the Grantee of a verified oral request.

Except as otherwise provided in Section 10.1(e), Grantee shall provide such service:

- i. At a non-discriminatory installation charge for a standard installation, consisting of a 125 foot drop connecting to an outside wall for Residential Subscribers and a 125 foot drop for Commercial Subscribers, with additional charges for non-standard installations computed according to a non-discriminatory methodology for such installations, adopted by the Grantee and provided in writing to the City;
- ii. At non-discriminatory monthly rates for Residential Subscribers; and

- iii. Notwithstanding Section 4.3(a), Grantee may establish different and nondiscriminatory rates and charges and classes of services for Commercial Subscribers, as well as different, nondiscriminatory monthly rates for classes of Commercial Subscribers. For the purposes of Section 4.3.a, "Commercial Subscribers" means any Subscribers other than Residential Subscribers.
- b. Newly Annexed Areas. As areas are annexed to the City, Grantee shall provide Service Availability to all residences within the annexed area on the same terms as provided for in Section 4.3.a unless otherwise authorized by the City.
- c. Transferred Franchising Jurisdiction. In the event that cable franchising jurisdiction is transferred to the City from another jurisdiction, then the terms of this Franchise shall apply within the area in which the transfer of cable franchising jurisdiction applies, so long as the application of this Franchise in that area is acknowledged in the governmental actions which implement the transfer of franchising authority.
- d. New Subdivisions. In new subdivisions, service will be made available no more than 60 days from first occupancy or from the date of completion of final construction grading, whichever comes first.

#### **4.4 Erection of Poles.**

If additional poles in an existing aerial utility system route are required, Grantee shall negotiate with the utility company or provider for the installation of the needed poles.

Grantee shall not erect, for any reason, any pole on or along any street or public way in an existing aerial utility system unless approved by the Grantor. The Grantee shall negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction, under mutually acceptable terms and conditions, and shall comply with all applicable ordinances, resolutions, rules and regulations of the Grantor.

#### **4.5 Trimming of Trees or other Vegetation.**

In the conduct of its business, it may be necessary for Grantee to trim trees or other vegetation in order to provide space for its facilities. Tree or vegetation trimming shall be done only in accordance with the ordinances and other rules and regulations of Grantor and if the tree or vegetation is located on private property, with the permission of the owner of the property on which the tree or vegetation stands. Nothing contained in this Franchise Agreement shall be deemed to empower or

authorize Grantee to cut, trim or otherwise disturb any trees or other vegetation, whether ornamental or otherwise.

**4.6 Repair and Restoration of Streets and Public Ways.**

Whenever the Grantee shall disturb the surface or otherwise damage any street, alley, public highway, or other public way for any purpose mentioned herein, it shall repair and restore the same to the condition in which it was prior to the opening or other damage thereof. When any opening is made by the Grantee in any hard surface pavement, in any street, alley, public highway or other way, the Grantee shall promptly refill the opening and restore the pavement to its original condition. The Grantor may refill and/or repave in case of neglect of the Grantee. The cost thereof, including the cost of inspection, supervision and administration shall be paid by the Grantee. All excavations made by the Grantee in the streets, alleys, public highways or other ways shall be properly safeguarded for the prevention of accidents. The work hereby required shall be done in strict compliance with the rules, regulations and ordinances of Grantor as now or hereafter in effect.

**4.7 Construction Codes.**

The Grantee shall strictly adhere to all applicable building, zoning or other laws and codes currently or hereafter in force in Grantor's jurisdiction. The Grantee shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference, as determined by the Grantor, with the use of said public or private property by any person. In the event of such interference, Grantor may require the removal of Grantee's lines, cables and appurtenances from the property in question.

**4.8 Reservations of Street Rights.**

Nothing in this Franchise Agreement shall be construed to prevent any public work of the Grantor, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, or laying down, repairing or removing water mains or maintaining, repairing, constructing or establishing any other public property. If any property of the Grantee shall interfere with the construction or repair of any street or public improvement, whether it be construction, repair or removal of a sewer or water main, the improvement of a street or any other public improvement, then on reasonable notice from the Grantor all such property including poles, wires, conduits or other appliances and facilities shall be removed, replaced or relocated in a timely manner as shall be directed by the Grantor, so that the same shall not interfere with the said public work of the Grantor, and such removal, replacement or relocation shall be at the expense of the Grantee. In the event of failure, neglect or refusal of the Grantee, to repair, restore, or reconstruct

such street, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

**4.9 Street Vacation and Abandonment.**

In the event any street, alley, public highway or portion thereof used by the Grantee shall be vacated by the Grantor, or the use thereof discontinued by the Grantee, during the term of this Franchise, the Grantee shall forthwith remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall restore, repair or reconstruct the street area where such removal has occurred, and place the street area where such removal has occurred in such condition as may be reasonably required by Grantor. In the event of failure, neglect or refusal of the Grantee, to repair, restore, or reconstruct such street, the Grantor may do such work or cause it to be done, and the cost thereof to the Grantor shall be paid by the Grantee.

**4.10 Movement of Facilities.**

In the event it is necessary temporarily to move or remove any of the Grantee's wires, cables, poles or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets, alleys or highways of the Grantor, Grantee, upon reasonable notice, shall move at the expense, paid in advance, of the person requesting the temporary removal such of its facilities as may be required to facilitate such movements; provided that, if the Grantor is the party requesting the removal, for movement of buildings or structures or other public purposes of the Grantor, then the removal shall be done at the expense of the Grantee. Should Grantee fail to remove or relocate any such facilities by the date established by Grantor, Grantor may effect such removal or relocation, and the expense thereof shall be paid by Grantee.

**4.11 Easements.**

When Grantee secures easements in its own name, as in the case of construction in multiple dwelling units, it shall use a standard easement form that has been provided to the Grantor upon request or, if not a standard form, shall provide a copy of the easement document to the Grantor, upon request.

**4.12 Undergrounding.**

- a. Cable must be installed underground where:
  - i. all existing utilities are placed underground,



- ii. statute, ordinance, policy or other regulation of Grantor requires utilities to be placed underground,
  - iii. overhead utility lines are moved underground (Grantee shall bear the cost of such movement of its facilities unless specific exemption is given by Grantor in any individual case or unless preemptive state or federal law or regulation provides otherwise),
  - iv. Grantee is unable to get pole clearance,
  - v. underground easements are obtained from developers of new residential areas, or
  - vi. utilities are overhead but residents prefer underground (service to be provided at cost to resident).
- b. Grantee shall use conduit or its functional equivalent on 100% of undergrounding, except for drops from pedestals to subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

**4.13 As-Builts.**

Grantee shall maintain strand map drawings or the functional equivalent of the Telecommunications System, and make them available to the Grantor for inspection upon request. Said drawings or their functional equivalent shall be updated as changes occur in the Telecommunications System. The Grantee shall provide the Grantor, on request, a copy of as-builts or CAD maps showing the location and nature of Grantee's facilities in the streets and public ways.

**4.14 Emergency.**

In the event of an emergency, or when the cable system creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's cable system without prior notice.

## **5. SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS.**

### **5.1 System Configuration.**

#### **a. Initial Configuration.**

The communications system shall consist, at a minimum, of a residential network with addressability in its initial configuration.

#### **b. System upgrade.**

Grantee has determined that an appropriate design plan for System upgrade in the Franchise Area will include the following requirements, which Grantee will provide and construct:

i. The upgraded Cable System will be equivalent to or comparable to the most advanced non-experimental state of the art cable systems provided in the Portland metropolitan area.

ii. The upgraded Cable System shall be two-way capable and able to support two-way high speed Internet Access via the Cable System.

c. As designed, upgraded and maintained, the facilities and equipment on the Cable System must be able to deliver high quality signals that meet, or exceed FCC technical quality standards regardless of the particular manner in which the signal is transmitted.

### **5.2 Channel Capacity.**

The residential cable system shall be installed with a minimum channel capacity of one hundred (100) Channels outbound.

### **5.3 Satellite Earth Stations.**

Grantee shall provide a sufficient number of earth stations to receive signals from enough operational communications satellites that carry cable television services accessible to the Grantee throughout the life of the Franchise to enable Grantee to carry out its obligations under this Franchise.

#### 5.4 Interconnection.

- a. Grantee shall continue without limitation all Interconnections in effect on the effective date of this Franchise, including the interconnections listed in Exhibit C.
- b. Initially, Grantee shall Interconnect the Cable System with all other major, contiguous cable systems in Clackamas County, specifically including but not limited to Oregon City and Clackamas County and specifically Clackamas Community College, but only to the extent that this is technically feasible or practical given the differences between a Telecommunications System and a traditional Cable System. The system shall provide the capability to transmit Upstream Channels and Downstream Channels, in each direction, together with data, telemetry, audio, and other non-video signals. The Interconnection shall be capable of receiving and delivering, among other things: selected Local Origination Programming produced by Grantee and other major, contiguous cable systems in Clackamas County; selected Access Programming carried on those cable systems; and the exchange of selected Institutional Network video and data communications applications by local and state public and nonprofit organizations, including forward and reverse applications between and among the Grantee and contiguous cable systems as shall in the future have significant institutional network capacity or services determined by the Grantor through an ascertainment of community needs and interests to warrant interconnection.
- c. Grantee shall ensure that all interconnections on its own property are securely housed and maintained, and shall establish and continue in effect a routing system satisfactory to the Grantor for carriage of signals for Institutional Network and PEG access signals.

With respect to installing the capacity required under this Section, the Grantor understands that interconnection requires cooperation from other cable system operators as to engineering, design, and technical operation issues. In addition, Grantee's interconnection obligation, with respect to equipment and construction, shall be limited to providing equipment needed, and performing construction work required, within Grantee's Franchise Area in order to enable the required interconnections to occur. In order to actually establish the interconnections, it may be necessary for the operators of cable systems interconnecting with the Grantee's system to provide equipment needed, and perform construction work required, within their respective Franchise Areas; and the provision of such equipment and performance of such construction work shall be the obligation of Grantee only within its own Franchise Area. Therefore Grantor shall make every reasonable effort to

assist Grantee in achieving the cooperation of interconnecting cable system operators necessary to establish the interconnections, and Grantee's interconnection obligations hereunder shall be subject to such cooperation being obtained.

All interconnections shall be accomplished in a manner that permits the transmission of signals meeting the technical standards of this Franchise on all interconnected Channels.

- d. Grantee's interconnect obligation is conditioned upon the consent of the cable operators in the affected neighboring jurisdictions.

#### **5.5 Emergency Alert Capability.**

- a. In accordance with the provisions of FCC Regulations Par 11, subpart D, Section 11.51(h)(1), and as such provisions may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notification (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the local primary, state primary, and/or the state Emergency Operations Center, as those authorities are identified and defined within FCC Reg Section 11.51 and other applicable state and local laws.
- b. The Grantor shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall indemnify and hold harmless the Grantee, its employees, officers and assigns from any claims arising from use of the cable system or the EAS equipment by the Grantor, its employees, authorized representatives, or designees, including, but not limited to, reasonable attorneys' fees. Additionally, the Grantor shall indemnify, save and hold harmless the Grantee against damage, loss or inappropriate use of the equipment and shall agree to use due care and to take reasonable precautions against such damage, loss or inappropriate use of the EAS equipment or other cable system equipment which may be used during a declared emergency.

#### **5.6 Standby Power.**

Grantee shall provide standby power generating capacity at the cable communications system control center. Grantee shall maintain standby power system supplies, rated at least at four (4) hours duration at each node or remote location. In addition, Grantee shall have in place and have filed with the Grantor throughout the Franchise term a

plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two hours.

Standby power to those portions of the Cable System serving city-owned facilities will be provided within one hour of notice from the City to Grantee of the need for such standby power.

**5.7 Parental Control Lock.**

Grantee shall provide subscribers (by sale or lease or otherwise), upon request, with a manual or electronic parental control locking device that permits inhibiting the viewing of any Channel. Any charge for such device shall be consistent with applicable rate regulations.

**5.8 Technical Standards.**

The Grantee shall install all aerial and underground cables and wires in a manner consistent with City requirements and in compliance with all applicable laws, ordinances, and safety requirements including but not limited to the Federal Communications Commission, Federal Aviation Administration, National Electric Code, National Electric Safety Code, National Cable Television Association Standards of Good Engineering Practices. The Cable System shall meet or exceed all applicable technical and performance standards of the Federal Communications Commission or its successor agency, and any and all other applicable technical and performance standards.

**5.9 Performance Testing.**

Grantee shall perform all system tests required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise.

Written records of all system test results performed by or for the Grantee shall be maintained, and shall be available for Grantor inspection upon request.

**6. SERVICES AND PROGRAMMING**

**6.1 Programming Categories.**

The Grantee shall provide video programming services in at least the following broad categories:

- a. News & Information

- b. Sports
- c. General Entertainment
- d. Arts, Culture, Performing Arts
- e. Children / Family
- f. Science
- g. Travel Information
- h. Weather Information
- i. Governmental and Educational Programming
- j. Movies
- k. Religious Programming
- l. Foreign language / Ethnic Programming

The Grantor acknowledges that identification of these broad categories of programming in no way infers regulatory authority by the Grantor over specific programming services or networks which may be carried on the Cable Communications System.

**6.2 Changes in Video Programming Services.**

Subject to the provisions of the Cable Act, no category of services as referred to in section 6.1 may be deleted, or so limited as effectively to be deleted by the Grantee without Grantor approval, which approval shall not be unreasonably withheld. In the event any applicable law or regulation materially alters the terms and conditions under which Grantee carries programming within the broad programming categories described in Section 6.1, then the Grantee shall be obligated to carry such programming only upon reasonable terms and conditions.

**6.3 Interactive Residential Services.**

The Grantee shall make Interactive Services available to residential subscribers not later than on or about the date on which any other cable system in the Portland

metropolitan area provides interactive services on a non-experimental basis subject to the limitations of paragraph 2(cc) above.

**6.4 Leased Channel Service.**

The Grantee shall offer leased Channel service to the extent required by 47 U.S.C. Section 532 (Section 612 of the Cable Act), or regulations adopted thereunder.

**6.5 Community Access and Local Programming.**

**a. Designated PEG Access Providers.**

- i. The City may designate Public, Educational and Government "PEG" Access Providers, including itself for Government Access purposes, to control and manage the use of any or all Access Facilities provided by the Grantee under this Franchise, including, without limitation, the operation of Interconnected Access Channels. To the extent of such designation by the City, as between the Designated Access Provider and the Grantee, the Designated Access Provider shall have sole and exclusive responsibility for operating and managing such Access Facilities. The Grantor or its designee may formulate rules for the operation of the Public Access Channel, consistent with this Franchise; such rules shall not be designed to control the content of public access programming.
- ii. Grantee shall cooperate with Designated PEG Access providers in the use of the Cable System and Access Facilities for the provision of PEG Access. Grantee shall enter into such operating agreements with designated PEG Access providers as may be necessary to facilitate and coordinate the provision of PEG Access, provided that all such operating agreements shall not be inconsistent with the terms of this Franchise.
- iii. Except as provided in this Franchise, the City shall allocate Access Resources to Designated Access Providers only. Grantee shall cooperate with the City in such allocations, in such manner as the City shall direct.
- iv. For the purpose of Section 6.5:
  1. "Access Facilities" means the Channel capacity (and portions thereof), services, facilities, equipment, and/or technical components used or useable by PEG Access; and

2. "Access Resources" means all operating support and other financial means by which PEG Access is exercised, including, but not limited to, Access Capital Cost support under Section 6.5.

v. The requirements of this Section 6.5 shall be subject to the Franchise Review provided for in Section 13.12.

**b. Channel Capacity.**

i. Downstream Channels. Grantee shall provide 3 Downstream Standard Video Channels for distribution of PEG Access programming to all Residential Subscribers.

ii. Closed Channels. Following the system upgrade in this agreement, Grantee shall provide operating Closed Channels sufficient to enable character-generated, prerecorded and live cablecasts from the Hardwired Programming Origination Points as described in Exhibit A and Access centers, and to and from all Interconnection points on the Cable System, and to enable the distribution of PEG Access to Residential Subscribers on Access Channels and to all Interconnection points on the Cable System. For the purposes of this Section, "Closed Channel" means an upstream Channel which is not available for Residential Subscribers.

**c. Support for Access Costs.**

i. Grantee Financial Support

Beginning with the effective date of this Agreement, and continuing throughout its term, Grantee shall provide four and one half percent (4½%) of its Gross Revenues earned providing cable services within the City as support for PEG access. This contribution shall be payable to Grantor or its designated access provider after notice to Grantee's Subscribers of the contribution. The content of such notice shall be provided to the Grantor for review.

Grantee shall make such payments monthly. Each payment shall be due and payable no later than thirty (30) days after the end of each month. The Grantor recognizes that these commitments are external costs as defined under the Federal Communications Commission rate regulations in force at the time of adoption of this Agreement, and



that the Grantee has the right to include these costs on the bills of cable customers.

ii. **Studio Facility**

Grantee shall help financially support the studio facility by paying \$1,600 per month to Grantor towards the costs of providing a studio facility. In addition, Grantee recognizes that this support is in addition to support provided by the incumbent cable operator in the Franchise Area. In the event of the incumbent's abandonment of the system or failure by the incumbent or a successor to provide Cable Service, Grantee agrees to assume the obligations currently being funded by the incumbent cable operator within thirty (30) days of written notice from Grantor.

iii. **PEG Access Support Not Franchise Fees**

Grantee agrees that although the sum of Franchise fees and the payments set forth in this section may total more than five percent (5%) of Grantee's Gross Revenue in any 12-month period, the additional commitments are not to be offset or otherwise credited in any way against any Franchise fee payments due under this Franchise.

d. **Hardwired Origination Points.**

Grantor shall install and maintain a hardwired programming origination point for each facility listed in Exhibit A, to the extent such origination points do not already exist.

e. **Cable Service to Public Facilities.**

The Grantee, upon request, shall provide without charge, a Standard Installation and one (1) outlet of Basic Cable, expanded Basic service, and Internet access services to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are within the Service Area and passed by its Cable System; provided, however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. Initially, such installations shall be provided to the facilities shown on Exhibit D within sixty (60) days of Grantee's commercial launch of Cable Services. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlet shall not be located in

areas accessible to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation.

**f. Access Interconnections.**

- i. The Grantee shall install and maintain all access interconnections of PEG access channels in accord with the requirements of Section 5.4.
- ii. In addition, Grantee shall, in a timely manner considering the technical and operational issues involved, cooperate with the Grantor, other cable franchisees, and Designated Access Providers to establish an interconnection point at Clackamas Community College, to allow for the receipt and delivery of programming from participating access centers to the extent technically feasible or practical given the technical differences between a Telecommunications System and a traditional Cable System. Grantor shall coordinate with the Designated Access Provider for distribution on the existing access channel.

**g. Change in Technology.**

In the event Grantee makes any change in the Cable System and related equipment and Facilities or in Grantee's signal delivery technology, which directly or indirectly substantially affects the signal quality or transmission of Access Programming, Grantee shall at its own expense take necessary technical steps or provide necessary technical assistance, including the acquisition of all necessary equipment, to ensure that the capabilities of Access Providers or Access Programmers are not diminished or adversely affected by such change.

**h. Technical Quality.**

- i. Grantee shall maintain all Upstream and Downstream Access Channels and Interconnections of Access Channels at the same level of technical quality and reliability required by this Franchise and all

other applicable laws, rules and regulations for Residential Subscriber Channels.

- ii. Grantee shall have no responsibility for the technical production quality of the Access Programming distributed on the Access Channels.
- iii. The Grantee shall not cause any programming other than emergency alert signals to override Access Programming on any Access Channel, except by specific written permission from the Access Provider.

## **7. FRANCHISE REGULATION AND CUSTOMER SERVICE STANDARDS**

### **7.1 Intent.**

It is the intent of the Grantor to administer and enforce the provisions of this Franchise. Grantor may delegate all or a part of its administrative and regulatory authority under this Franchise to an entity designated by the Grantor.

### **7.2 Areas of Regulation and Administration.**

The Grantor (or its designee) has authority for regulation in the following areas:

- a. Administering and enforcing the provisions of this Franchise Agreement, including the adoption of administrative rules and regulations to carry out this responsibility.
- b. Coordination of the operation of public, government, and educational access channels.
- c. Interfacing the Grantee's technical, programming and operational assistance and support to public agency users, such as City departments, schools and health care institutions;
- d. Formulating and recommending long-range cable communications policy for the Franchise Area;
- e. Disbursing and utilizing Franchise revenues paid to the Grantor.
- f. Regulating rates, to the extent permitted by law.
- g. Customer service, to the extent permitted by law.

- h. Planning and facilitating development of public uses of the cable system on the residential and institutional networks, both within the City and through interconnection with adjacent systems;

**7.3 Rate regulation.**

- a. Rate Regulation Right Reserved. Grantor reserves the right to regulate Grantee's rates and charges to the full extent authorized by applicable federal, state and local law, as these may change during the period of the Franchise; and to establish rate regulation policies and guidelines for carrying out its authority.
- b. Rate Discrimination Prohibited. Grantee shall apply non-discriminatory rates and charges to all subscribers purchasing similar services, regardless of race, color, creed, sex, marital or economic status, age, national origin, sexual preference, or neighborhood of residence, except as otherwise provided herein; provided that nothing in this Franchise shall prevent the Grantee from establishing discounted rates and charges for low-income or elderly subscribers, or from temporarily reducing or waiving rates and charges in connection with promotional campaigns.
- c. The provisions of this Section 7.3 shall be subject to the provisions of 47 U.S.C. Section 543 (Section 623 of the Cable Communications Policy Act of 1984), as amended from time to time. It is not intended that this Section expand or diminish the rights of the Grantor in relation to regulation of rates and charges under those provisions of the Act, and any provision of this Section or of any other provision of this Franchise that purports to expand or diminish such rights shall be deemed superseded by those provisions of the Act.

**7.4 Remedies for Franchise Violations.**

- a. In addition to any other remedies as specified in this Franchise, the Grantor has the right to and may impose penalties not to exceed \$1,000, per day or per incident, not to exceed a total of \$50,000, in the event Grantee violates any other material provision of this Franchise Agreement, subject to Section 7.4(c), below.
- b. If Grantor believes that Grantee has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, Grantor shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged violation.

The date of the violation will be the date of the event and not the date Grantee receives notice of the violation except in cases where Grantee did not know and could not reasonably have been expected to know that a violation occurred, in which case penalties shall accrue from the date Grantee knew or should have known of the violation. Without limiting the foregoing, Grantee is presumed to know whether it violated a customer service standard that is measured based upon aggregate performance.

Grantee shall have thirty (30) calendar days from the date of receipt of such notice to:

- i. Respond to Grantor, contesting Grantor's assertion that a violation has occurred, and request a hearing in accordance with subsection (e) below, or;
  - ii. Cure the violation, or;
  - iii. Notify Grantor that Grantee cannot cure the violation within the thirty (30) days, and notify the Grantor in writing of what steps the Grantee shall take to cure the violation including the Grantee's projected completion date for such cure. In such case, Grantor shall set a hearing date within thirty (30) days of receipt of such response in accordance with subsection (c) below.
- c. In the event that the Grantee notifies the Grantor that it cannot cure the violation within the thirty (30) day cure period, Grantor shall, within thirty (30) days of Grantor's receipt of such notice, set a hearing. At the hearing, Grantor shall review and determine whether the Grantee has taken reasonable steps to cure the violation and whether the Grantee's proposed plan and completion date for cure are reasonable. In the event such plan and completion date are found in Grantor's sole discretion to be reasonable, the same may be approved by the Grantor, who may waive all or part of the penalties for such extended cure period in accordance with the criteria set forth in subsection (f) of this section. Following the hearing, Grantor may also in its sole discretion, modify Grantee's proposed extended cure period.
- d. In the event that the Grantee fails to cure the violation within the thirty (30) day basic cure period, or within an extended cure period approved by the Grantor pursuant to subsection (c), the Grantor shall set a hearing to determine what penalties, if any, shall be applied.

- e. In the event that the Grantee contests the Grantor's assertion that a violation has occurred, and requests a hearing in accordance with subsection (b)(i) above, the Grantor shall set a hearing within sixty (60) days of the Grantor's receipt of the hearing request to determine whether the violation has occurred, and if a violation is found, what penalties shall be applied.
- f. In the case of any hearing pursuant to this section, Grantor shall notify Grantee of the hearing in writing and at the hearing, Grantee may be provided and opportunity to be heard and to present evidence in its defense. The Grantor may also hear any other Person interested in the subject, and may provide additional hearing procedures as Grantor deems appropriate.
- g. The penalties set forth in this section of this Agreement may be reduced at the discretion of the Grantor, taking into consideration the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:
  - i. Whether the violation was unintentional;
  - ii. The nature of any harm which resulted;
  - iii. Whether there is a history of overall compliance, and/or;
  - iv. Whether the violation was voluntarily disclosed, admitted or cured.
- h. If, after the hearing, Grantor determines that a violation exists, Grantor may utilize one or more of the following remedies:
  - i. Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine;
  - ii. Establish the amount of penalties, taking into consideration the criteria provided for in subsection (g) of this Section as appropriate in Grantor's discretion;
  - iii. Revoke this Agreement, and/or
  - iv. Pursue any other legal or equitable remedy available under this Agreement or any applicable law.
- i. The determination as to whether a violation of this Agreement has occurred shall be within the sole discretion of the Grantor, and shall be reviewable only consistent with the dispute resolution provisions of this Agreement.

- j. Notwithstanding other language to the contrary in this agreement:
  - i. In cases where either intermittent or repeated violations of any single franchise standard occur, Grantor may in its discretion give one initial thirty (30) day notice and opportunity to cure and no subsequent notices of each individual violation; and
  - ii. Grantor may in its sole discretion establish lesser or no cure periods for violations of Section 12 (Reports and Records) or Section 5 (System Upgrade).

**7.5 Remedies Not Exclusive.**

The Grantor has the right to apply any one or any combination of the remedies provided for in this Franchise, including without limitation all remedies provided for in this Section 7, and may without limitation pursue any rights, remedies or actions that it may have in law or equity regardless of whether they are specifically mentioned in this Franchise.

**7.6 Consumer Protection Standards.**

The following customer service and consumer protection standards shall apply. Nothing in this Section shall limit the rights of the Grantor to establish additional or different standards in accordance with federal law and regulations.

**a. Customer Service and Telephone Responsiveness.**

- i. The Grantee shall maintain an office within the City of Canby. The office must be adequately staffed and able to respond to subscribers and the public not less than 50 hours per week, consistent with federal law.
- ii. As used herein, "adequately staffed" means toll-free telephone lines are open and customer service representatives are available to respond in at least the following ways: to accept payments; to exchange or accept returned converters or other company equipment; to respond to inquiries; and to schedule and conduct service or repair calls.
- iii. Toll-free telephone lines, either staffed or with answering capability, providing at least emergency referral information, must be operational 24 hours a day, including weekends and holidays.

iv. The Grantee shall maintain:

1. Sufficient customer service staff and telephone line capacity to handle normal call volume with a minimum of delay to customers. Under normal operating conditions, the customer will receive a busy signal less than 3% of the time.
2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

b. **Service and Repair Calls.**

- i. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, requests from subscribers for repair and maintenance service must be acknowledged by the Grantee within 24 hours or prior to the end of the next business day, whichever is earlier. Repair and maintenance for service interruptions or other repairs not requiring on-premises work must be completed within 24 hours under normal circumstances. All other repairs should be completed within 72 hours under normal circumstances.
- ii. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, as a normal operating procedure, upon subscriber request the Grantee shall offer either a specific appointment time or else a pre-designated block of time (not to exceed four hours) for subscriber service appointments to be scheduled Monday through Saturday in the morning, the afternoon, or, during daylight savings time, after 5:00 p.m. (repair only).

The Grantee shall not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.



- iii. As a normal operating procedure, and with particular regard to the needs of working or mobility-limited customers, upon subscriber request the Grantee shall arrange for pickup and/or replacement of converters or other company equipment at the subscriber's address, or else a satisfactory equivalent (such as the provision of a postage-prepaid mailer).
- iv. Under normal operating conditions, at least 95% of the time measured on a quarterly basis, where the service requested is installation of service, standard installations shall be performed by the Grantee within seven (7) business days after an order has been placed. "Standard" installations, for the purposes of this section, shall mean those that are located up to 125 feet from the existing distribution system.

**c. Disconnection.**

- i. The Grantee may disconnect a subscriber if:
  - 1. At least 30 days have elapsed without payment after the due date for payment of the bill of the affected subscriber; and
  - 2. The Grantee has provided at least five (5) days written notice to the affected subscriber prior to disconnection, specifying the effective date after which cable services are subject to disconnection.
- ii. Regardless of subsection 1. hereof, the Grantee may disconnect a subscriber for cause at any time if the Grantee in good faith determines that the subscriber has tampered with or abused company equipment, or is or may be engaged unlawfully in theft of cable services, or is causing a system violation of FCC rules or regulations.
- iii. The Grantee shall promptly disconnect any subscriber who so requests from the Grantee's cable system. No period of notice prior to voluntary termination of service may be required of subscribers by the Grantee. No charge may be imposed by the Grantee for any cable services delivered after the date of the disconnect request. Upon the later of the date of actual disconnection or the return of all company equipment to Grantee, the Grantee shall under normal operating conditions, at least 95% of the time measured on a quarterly basis, within thirty working days return to such subscriber the amount of the deposit, if any, collected by Grantee from such subscriber, less any

undisputed amounts owed to Grantee for cable services or charges prior to the date of disconnection.

**d. Credits Upon Outage.**

Except for planned outages where subscribers are provided reasonable notification in advance, power outages, acts of God and vehicular damage to facilities, upon a subscriber's request the Grantee shall provide a pro-rated 24-hour credit to the subscriber's account for any period of four hours or more during which that subscriber experienced the effective loss or substantial impairment of video or audio service on the system.

**e. Downgrade Charges.**

Grantee may impose Downgrade Charges only if:

- i. The Subscriber has been notified, at the time of initiating Cable Services, of Grantee's Downgrade Charges; and
- ii. The Downgrade Charge does not exceed the Grantee's costs of performing the downgrade as determined under FCC rate regulation rules, subject to applicable law.

**f. Billing Information Required.**

The Grantee bill to subscribers shall itemize each category of service, equipment, or other applicable fees, and state clearly the charge therefor. The Grantee shall make its best effort to inform subscribers as clearly as possible when payments are due and when late fees and disconnection may occur.

**g. Information to Subscribers.**

- i. Upon installing initial service to or reconnecting each customer, and upon request thereafter, the Grantee shall advise the customer, in writing, of:
  1. The equipment and services currently available (including parental lock-out devices) and the rates and charges which apply;
  2. The amount and criteria for any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded;

3. The Grantee's policies and procedures by which complaints or inquiries of any nature will be addressed;
  4. The toll-free telephone number and address of the Grantee's office to which complaints and inquiries may be reported;
  5. The company's practices and procedures for protecting against invasions of subscriber privacy; and
  6. The notice and referral information, as set forth in subsection 2. hereof.
- ii. Notice to Subscribers.
1. The Grantee shall inform the Grantor and subscribers within 30 days, prior to any changes in programming or increases in rates, costs, or charges to subscribers, or any channel repositioning within the control of Grantee.
  2. All Grantee promotional materials, announcements, and advertising of residential cable services to subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all Grantee-prepared promotional materials must clearly and accurately disclose price terms and any restrictions for use. Likewise, in the case of telephone orders, the Grantee shall take appropriate steps to ensure that Grantee customer service representatives clearly and accurately disclose price terms and any restrictions for use to potential customers in advance of taking the order.
  3. The Grantee shall, upon request by the Grantor and no more often than annually, send written notice approved by the Grantor to all subscribers that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the Grantor or its designee, giving the address and phone number of the appropriate Grantor office. Such notification may be included with a billing statement. The Grantor or its designee shall bear the cost of the printing and production of such notice; the Grantee shall be responsible for inserting and mailing out the notice.

iii. **Written Complaint Acknowledgment.**

Within ten (10) days following receipt of a formal written complaint as defined in subsection (h)(ii) below from a subscriber which is mailed to and received at the Grantee's primary business address, the Grantee shall provide an acknowledgment to the subscriber of receipt of the complaint and of any action the Grantee has taken or intends to take in response to the complaint. This requirement does not apply to complaints submitted for processing by a regulatory agency other than the City, such as the FCC.

**h. Complaint Resolution.**

- i. The Grantor may take all necessary steps to ensure that all subscribers and members of the general public have recourse to a satisfactory hearing of any complaints, where there is evidence that the Grantee has not attempted to reasonably settle the complaint.
- ii. For purposes of this section, a "complaint" is a grievance related to the service of the cable communications system within the Franchise Area that is reasonably remediable by the Grantee, but does not include grievances regarding the content of programming or information services other than grievances regarding broad categories of programming, and does not include customer contacts resulting in routine service calls that resolve the customer's problem satisfactorily to the customer.

**8. GENERAL FINANCIAL AND INSURANCE PROVISIONS.**

**8.1 Compensation.**

- a. **Franchise Fee.** As compensation for the Franchise to be granted, and in consideration of permission to use the streets and public ways of the Grantor for the construction, operation, and maintenance of a cable communications system within the Franchise Area and to defray the costs of Franchise regulation, the Grantee shall pay to Grantor an amount equal to five percent (5%) of the Gross Revenues generated in any manner through the operation of the cable system to provide cable services as defined in this Franchise. In the event any law or valid rule or regulation applicable to this Franchise limits franchise fees below the five percent (5%) of Gross Receipts required herein, the Grantee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to

allow a higher permissible amount, then Grantee shall pay the higher amount up to the maximum allowable by law, not to exceed five percent (5%).

Any bad debts or other accrued amounts deducted from Gross Revenues in the calculation of Gross Receipts shall be included in Gross Receipts at such time as they are actually collected.

The Grantee shall at all times during the term of this Franchise maintain on file with the City Manager an up-to-date list of all entities receiving Gross Revenues as such revenues are defined in this Franchise.

In the event the obligation of Grantee to compensate Grantor through franchise fees is lawfully suspended or eliminated, in whole or in part, then the Grantee shall pay to Grantor compensation equivalent to the compensation paid to Grantor by other similarly situated users of the streets for Grantee's use of the Streets, to the extent Grantor has the legal right to require such compensation.

**b. Bundling.**

If Grantee's subscribers are offered a pricing discount for Cable Services, information services, or Telecommunications Services offered over Grantee's Telecommunications System where the Subscriber requests and receives more than one of these services, then the calculation of the discount of Gross Revenues for Cable Services shall be applied in a reasonably proportionate manner to Cable Services and other services. The existence and amount of a discount shall be determined on the basis of the sum of the lowest generally available standalone rates for each of the services. This apportionment of revenues shall apply only for the purpose of calculation of franchise fees payable to Grantor pursuant to the franchise agreement.

**c. Payment of Franchise Fees.**

- i. Payments due under this provision shall be computed and paid quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the previous sentence. A quarterly report shall be made as hereinafter provided which shall contain the relevant facts necessary for the Grantor to verify the amounts of franchise fee payments.

- ii. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by Grantor.
- iii. In the event that a franchise fee payment or other sum is not received by the Grantor on or before the due date, or is underpaid, the Grantee shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the legal interest rate in the State of Oregon.
- iv. Payment of the franchise fees under this Agreement shall not exempt Grantee from the payment of any generally applicable license, permit fee or other generally applicable fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by Grantor.

## **8.2 Faithful Performance Bond.**

- a. Upon the effective date of this Franchise, the Grantee shall furnish proof of the posting of a faithful performance bond running to the City with good and sufficient surety approved by the City, in the penal sum of One Hundred Thousand Dollars (\$100,000.00), or the deposit of \$100,000 in a restricted account satisfactory to the City, conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of this Franchise. Such bond shall be maintained by the Grantee throughout the term of this Franchise.
- b. Grantee shall pay all premiums charged for any bond required under Section 8.2(a) and unless the City Council specifically directs otherwise, shall keep the same in full force and effect at all times through the later of either:
  - i. The remaining term of this Franchise; or
  - ii. If required by the City, the removal of all of Grantee's system installed in the City's Streets and Public Ways.
- c. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without 30 days written notice first being given to the City. The bond shall be subject to the approval of the City Attorney as to its adequacy under the requirements of Section 8.2. During the term of the bond, Grantee shall file with the City a duplicate copy of the bond along with

written evidence of payment of the required premiums unless the bond otherwise provides that the bond shall not expire or be terminated without 30 days prior written notice to the City.

- d. In a form approved by the City, the Grantee may provide an irrevocable letter of credit, guaranty in lieu of bond, or other form of financial assurance in lieu of a faithful performance bond. The alternative form of financial assurance shall give the City substantially the same rights and guarantees provided by a faithful performance bond.

### **8.3 Damages and Defense.**

- a. The Grantee shall defend, indemnify and hold harmless Canby, and its officers, agents, and employees, from and against all claims, damages and penalties, including but not limited to attorney fees, as a result of any actions of the Grantee under this Franchise. These claims, damages and penalties shall include, but shall not be limited to: damages arising out of copyright infringement; defamation or anti-trust actions; and all other damages arising out of the Grantee's actions under the Franchise or the construction, operation, maintenance or reconstruction of the cable communications system authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.
- b. If the Grantee fails to defend as required in Section 8.3(a), above, then the Grantee agrees to and shall pay all expenses incurred by the City and its officers, agents, and employees, in defending itself with regard to all claims, damages and penalties mentioned in section (a) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by any employees of the Grantor.

### **8.4 Liability Insurance and Indemnification.**

- a. Grantee shall maintain automobile and Worker's Compensation insurance, as well as public liability and property damage insurance, that protects the Grantee and the City, its officers, agents and employees, from any and all claims for damages or personal injury including death, demands, actions and suits brought against any of them arising from operations under this Franchise or in connection therewith, as follows:
- b. The insurance shall provide coverage at all times for not less than \$1,000,000 for personal injury to each person, \$1,000,000 aggregate for each occurrence, and \$500,000 for each occurrence involving property damages, plus costs of

defense; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence, plus costs of defense. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise. The insurance shall be equal to or better than commercial general liability insurance.

The minimum amounts of insurance set out in subsection b of this section shall be increased from time to time to the extent necessary to provide coverage at least as great as the limits on the City's liability under the Oregon Tort Claims Act.

The evidence of coverage for Workers' Compensation shall show that it includes State of Oregon Statutory Limits, and Employer's Liability limits of at least \$1,000,000.

Any insurance carrier shall have an A.M. Best rating of A or better, and be authorized to do business in the State of Oregon.

- c. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.
- d. The insurance shall provide that the insurance shall not be canceled or materially altered so as to be out of compliance with the requirements of this Section 13.2 without thirty (30) days written notice first being given to the City. If the insurance is canceled or materially altered so as to be out of compliance with the requirements of this Section 13.2 within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.
- e. Grantee shall file prior to the effective date of this Franchise and shall maintain on file with the City a certificate of insurance certifying the coverage required above, which certificate shall be subject to the approval of the City Attorney as to the adequacy of the certificate and of the insurance certified under the requirements of Section 13.2. At a minimum, the



certificate shall be signed by a representative with authority to bind the insurance carrier.

The certificate shall show that the general liability portion of the insurance includes:

- i. Broad form property damage;
  - ii. Products and completed operations;
  - iii. Explosion, collapse, and underground exposures;
  - iv. Contractual liability; and
  - v. Owners and contractors protective coverage.
- f. Failure to maintain adequate insurance as required under Section 13.2 shall be cause for immediate termination of this Franchise by the City.
- g. The Grantee shall also indemnify, defend and hold harmless the City and its officers, agents and employees for any and all claims for damages or personal injury which exceed the limits of insurance provided for in this Section.

#### **8.5 Incidental Payment.**

In consideration of this grant of Franchise on an expedited basis and based on the complexity of the review and grant of a cable Franchise over an existing Telecommunications System, Grantee agrees to an incidental payment to Grantee in the amount of \$ 8,000, to be paid at the time of acceptance of this Franchise pursuant to Section 3.7 and Exhibit B.

### **9. RIGHTS RESERVED TO GRANTOR.**

#### **9.1 Right to Purchase the System.**

Grantee shall have the right to purchase the Cable System, consistent with applicable law and recognizing that Grantee will provide Cable Services over Grantee's Telecommunications System over which it offers Telecommunications Services under Ordinance Number 1053. Grantee's Telecommunications Services under Ordinance Number 1053 are not subject to this right of purchase.

- a. In the event Grantor has declared a forfeiture for cause or otherwise revoked for cause this Franchise Agreement, or in the event of expiration of the initial

term of this Franchise Agreement without the Franchise being renewed or extended, the Grantee shall continue its operations for a period of two hundred and seventy (270) days under the terms and conditions of this Franchise Agreement and as required by Section 11 herein, following the date of the forfeiture or revocation or expiration of the initial term, if such continuation of operations is ordered by the Grantor

During any period of continued operation under this section, except as provided in section 3.5 of this Franchise, the Grantee shall not sell, assign, transfer, or lease to any other persons, firm or corporation, any portion of the system used by it in its operations without the prior written consent of the Grantor.

**9.2 Condemnation.**

The City may condemn all of any portion of Grantee's Cable System only consistent with applicable law.

**9.3 Right of Inspection of Records.**

In order to assist the Grantor in keeping adequate records of the activities of the Grantee under this Franchise, the Grantee shall provide the following information in such form as may be required by the Grantor for its records:

- a. With respect to the cable system and its operation to provide cable service, authorized under this Franchise, and to the extent deemed necessary by the Grantor for the enforcement of this Franchise, information pertaining to the operations of the Grantee as it relates to providing Cable Service over the Telecommunications System and not as it relates to providing telecommunications services under Ordinance Number 1053, and, for the specific purpose of a bona fide Franchise enforcement effort the operations of any parent company, and any Affiliate or Cable Operator, including but not limited to: the true and entire cost of construction, upgrade and replacement of plant and equipment for the cable system authorized under this Franchise, and of the maintenance and of the administration and operation thereof; the amount of stock issued, if any; the amount of cash paid in; the number and par value of shares; the amount and character of indebtedness, if any; interest on debt; wear and tear or depreciation; and all amounts and sources of income.
- b. The amount collected by the Grantee or any parent or Affiliate of the Grantee from users of services of the Grantee's cable communications system under

this Franchise, but only to the extent that it relates to providing Cable Services and the character and extent of the service rendered therefor to them.

The information, along with any further data which may be required by the Grantor to adequately understand the information, shall be furnished by the Grantee to the Grantor upon request, and at the Grantee's own cost and expense.

**9.4 Right to Perform Franchise Fee Audit.**

In addition to all rights granted under section 9.3, the Grantor shall have the right to perform, or cause to have performed, a formal audit of the Grantee's books and records and, for the specific purposes of a bona fide Franchise enforcement effort, the books and records of any parent or Affiliate company, for the purpose of determining the Gross Receipts of the Grantee generated in any manner through the operation of the cable system under this Franchise and the accuracy of amounts paid as franchise fees to the Grantor by the Grantee, provided that any audit must be commenced not later than three (3) years after the date on which franchise fees for any period being audited were due. The cost of any such audit shall be borne by the Grantor, except that if through the audit it is established that the Grantee has made underpayment of two percent (2%) or more in franchise fees than required by this Franchise, then the Grantee shall, within thirty (30) days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit.

**9.5 Right of Inspection of Construction.**

The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to the provision of this Franchise Agreement.

**9.6 Intervention.**

The Grantee shall not object to the Grantor's lawful intervention in any suit or proceeding to which the Grantee is party which may have an effect upon the construction, upgrade, maintenance or operation of the system.

**9.7 Right to Require Removal of Property.**

Grantor shall not have the right to require the removal of any portion of the Telecommunications System in the event of a forfeiture or revocation as provided herein if Grantee continues to operate a Telecommunications System pursuant to a Telecommunications Franchise with Grantor.

## **9.8 Inspection of Facilities.**

Grantor may inspect upon request any of the Grantee's facilities and equipment to confirm compliance with this Agreement at any time upon at least twenty-four (24) hours notice, or, in case of an emergency, upon demand without prior notice.

## **10. RIGHTS OF INDIVIDUALS PROTECTED.**

### **10.1 Discriminatory Practices Prohibited.**

- a. The Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, programmers, or persons on the basis of race, color, religion, national origin, sex, age, disability, income, or, except as otherwise provided herein, the area in which such person lives. The Grantee shall strictly adhere to the equal employment opportunity requirements of the federal government, as expressed in Section 76.13(a) (8) and 76.311 of Chapter 1 of Title 47 of the Code of Federal Regulations, as now or hereafter constituted. The Grantee shall comply at all times with all applicable federal, state, or local laws, rules and regulations relating to non-discrimination.
- b. The Grantee shall use best efforts to assure maximum practical availability of Grantee services and facilities to all subscribers, regardless of disability, including the provision of a remote control device to those subscribers who are mobility limited, or where a member of the subscriber's household is mobility limited.
- c. The Grantee must have TDD/TTY (or equivalent) equipment at the company office, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the company.
- d. Upon request by a subscriber or potential subscriber, the Grantee shall make a reasonable effort to provide information required under Section 7.6(e) and 7.6(f), or otherwise provided in the normal course of business, in both English and the primary language of the requestor.
- e. Nothing in this Section shall be construed to prohibit: 1) the temporary reduction or waiving of rates and charges in conjunction with promotional campaigns; or 2) Grantee from offering reasonable discounts to senior citizens or discounts to economically disadvantaged citizens.

**10.2 Unauthorized Monitoring or Cable Tapping Prohibited.**

The Grantee shall not, nor shall Grantee allow any other person, agency, or entity to tap, or arrange for the tapping, of any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, without the subscriber's written consent or a valid court order permitting the tapping.

**10.3 Privacy and Other Rights.**

The Grantee and the Grantor shall maintain constant vigilance with regard to possible abuses of the right of privacy and any other civil right of any subscriber, programmer, or person resulting from any device or signal associated with the cable communications system. The Grantee shall not place in the building, structure or any facility of any subscriber any equipment capable of two-way communications without the written consent of the subscriber, revocable at the discretion of the subscriber, and shall not utilize the two-way communications capability of the system for unauthorized or illegal subscriber surveillance of any kind. For purposes of this subsection, tenants who occupy premises shall be deemed to be subscribers, regardless of who actually pays for the service. Written consent, as required herein, shall not be required of any subscriber by Grantee as a condition of receiving any other cable service.

**10.4 Permission of Property Owner Required.**

No cable, line, wire, amplifier, converter, or other piece of equipment owned by the Grantee shall be installed by the Grantee without first securing the written permission of the owner or tenant of any property involved except where there is an existing utility easement or other easement reserved by plat or other conveyance. If such permission or easement is later lawfully revoked, whether by the original or a subsequent owner or tenant or Grantor, the Grantee shall remove forthwith on request of the owner or tenant any of its equipment and promptly restore the property to its original condition. The Grantee shall perform all installations and removals in a workmanlike manner and shall be responsible for any damage to residences or other property caused by the installation.

**10.5 Sale of Subscriber Lists and Personalized Data Prohibited.**

The Grantee shall be subject to 47 U.S.C Section 631 (Section 551 of the Cable Act), as amended from time to time, regarding limitations on the cable company's collection and use of personally identifiable information, and other issues involving the protection of subscriber privacy.

## **10.6 Landlord - Tenant.**

Grantee shall provide to individual units of a multiple housing facility, such as a duplex, apartment or condominium unit, all services offered to other dwelling units within the Franchise Area, providing the owner of the facility consents in writing, if requested by Grantee, as follows:

- a. To Grantee's providing of the services to units of the facility;
- b. To reasonable conditions and times for installation, maintenance and inspection of the system on facility premises;
- c. To reasonable conditions promulgated by Grantee to protect Grantee's equipment and to encourage widespread use of the system; and
- d. To not demand payment from Grantee for permitting Grantee to provide service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive cable service and those who do not.
- e. However, Grantee shall have no obligation to provide service if the cost of installation exceeds \$223.00 per unit. To determine unit costs, the total project cost is divided by the number of units. The total project cost shall include only the costs of cable installed on the property including line extension and pre/post wiring of the units.

The \$223.00 cost is expressed in 1998 dollars. This figure may be adjusted each year on July 1 to reflect the annual change in the Consumer Price Index for the Portland Metropolitan Region.

## **11. TERMINATION AND EXPIRATION.**

### **11.1 Revocation.**

In addition to any rights set out elsewhere in this document, the Grantor reserves the right to declare a forfeiture or otherwise revoke this Franchise, and all rights and privileges pertaining thereto, in the event that:

- a. the Grantee is in violation of any material provision of the Franchise Agreement after application by the Grantor of a remedy lesser than franchise revocation pursuant to this Franchise Agreement, and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation;

- b. the Grantee or the Guarantor becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;
- c. the Grantee is found to have engaged in fraud or deceit upon the Grantor, persons or subscribers;
- d. the Grantee fails to obtain and maintain any permit required by any federal or state regulatory body, relating to the construction, maintenance and operation of the system; provided, however, that the Grantee shall be allowed a reasonable time to cure failure to obtain any permit; or
- e. the Grantee fails to maintain the full amount of its insurance or to post a performance bond as required under the terms of this Franchise.

Upon the occurrence of one of the events set out above, following 10 days written notice to Grantee of the occurrence and the proposed forfeiture and an opportunity for Grantee to be heard, Grantor may by ordinance declare a forfeiture. In a hearing of the Grantee, the Grantee shall be afforded due process rights as if the hearing were a contested case hearing subject to ORS Chapter 183, including the right to subpoena and cross-examine witnesses, to subpoena documents, and to require that all testimony be on the record. Findings from the hearing shall be written, and shall stipulate the reasons for the Grantor's decision. In the event that the Grantee believes that the Grantor improperly has declared a forfeiture, the Grantee may file such proceeding as is appropriate in a court of competent jurisdiction to determine whether the Grantor properly has declared a forfeiture. If a forfeiture is lawfully declared, all rights of the Grantee shall immediately be divested without a further act upon the part of the Grantor.

#### **11.2 Receivership.**

In addition to its other rights and remedies as set forth in this Franchise, the City shall have the right, subject to federal law, to declare a forfeiture of this Franchise one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the Grantee's business, whether in receivership, reorganization, bankruptcy or other similar action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

- a. Within one hundred and twenty (120) days after such appointment, the receiver or trustee shall have fully complied with all provisions of this Franchise and remedied any and all violations or defaults, as approved by a City Council resolution; and

- b. Within said one hundred and twenty (120) days, such receiver or trustee shall have executed an agreement with the City, duly approved by the City and the court having competent jurisdiction, in which such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

### **11.3 Expiration.**

Upon expiration of the Franchise, Grantor shall abide by the franchise renewal provisions of the Cable Act, as amended from time to time.

### **11.4 Continuity of Service Mandatory.**

It shall be the right of all subscribers to receive all available services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the system, or Grantor revokes or fails to renew the Franchise, the Grantee shall make its best effort to ensure that all subscribers receive continuous uninterrupted service, regardless of the circumstances, during the lifetime of the Franchise.

If this Agreement terminates for any reason, the Grantee shall file with the Grantor within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Grantee since the end of the previous fiscal year. The Grantor reserves the right to satisfy any remaining financial obligations of the Grantee to the Grantor by utilizing the funds available in a Letter of Credit or other security provided by the Grantee.

## **12. OPERATION AND MAINTENANCE.**

### **12.1 Open Books and Records.**

The Grantee shall maintain a business office within the City for managing the cable system, and, subject to the provisions of Section 10 of this Franchise and, to such privileges as may be established under Oregon law, shall manage all of its operations in accordance with a policy of accessible open books and records to the Grantor. The Grantor shall have the right as necessary or desirable for effectively administering and enforcing the Franchise, to inspect at any time during normal business hours upon reasonable notice, all records of the Grantee and also of any parent company, Affiliate or any Cable Operator, which relate to the operation of the Franchise. Access to the aforementioned records shall not be denied by the Grantee to representatives of the Grantor on the basis that said records contain "proprietary



information," nor on the basis that they contain trade secrets unless the Grantor cannot protect the trade secrets from disclosure under Oregon law. To the extent allowed under Oregon law, the Grantor shall protect proprietary information including trade secrets of the Grantee from disclosure.

Upon ten (10) days written notice from the City, Grantee shall provide the Grantor access to computer files specifically requested by name, approximate date or content, and related to compliance with obligations contained in the Franchise. Such access shall be carried out in a manner that does not violate requirements regarding personally identifiable subscriber information, as referenced in Section 631 of the Cable Act, and shall exclude access to computer files containing no information related to Grantee's Franchise obligations. Computer record access shall be provided in the following manner:

- a. Grantee's employee shall access requested computer file from file server or hard drive storage for City to view.
- b. Once accessed, Grantee's employee shall move slowly through the file while the City views it on the computer monitor.
- c. Grantee's employee shall facilitate the printing of requested file to paper.

## **12.2 Communications with Regulatory Agencies.**

A list of all material written petitions, applications, communications, and reports submitted by the Grantee, and also by any Affiliate or any Cable Operator of the system authorized by this Franchise, to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable communications operations authorized pursuant to this Franchise agreement, shall be submitted to the Grantor each year with Grantee's annual report, and copies of any such documents and their replies from respective agencies shall also be made available to the Grantor. In addition, copies of any communications to and from any regulatory agency pertaining to any alleged, apparent or acknowledged violation of an applicable rule or law of the agency related to or affecting operations within the Franchise Area, shall be immediately submitted to the Grantor, if the communications are to or from the Grantee, or upon written request from the Grantor if the communications are to or from an Affiliate or Cable Operator of the Cable System authorized by this Franchise.

### 12.3 Reports.

- a. Quarterly Reports. Within thirty (30) calendar days after the end of each fiscal quarter of the Grantee, Grantee shall, upon request of the Grantor, submit to the Grantor a report of all trouble call complaints received by or referred to Grantee within the report quarter. The reports shall contain, as a minimum, the specific nature of the complaint, remedial action taken, if any, and the current status of the complaint. Upon request by the Grantor, Grantee shall also provide outage reports and summary statistics on patterns of complaints or service problems, and other customer service information, provided that such information may be reasonably generated by the Grantee.

Within thirty (30) days after the end of each of the Grantee's fiscal quarters, the Grantee shall submit a written report to the Grantor, verified by an officer of Grantee, which shall contain an accurate statement of all Gross Revenues earned and Gross Receipts collected by the Grantee or any Cable Operator, related to operation of the cable system franchised hereunder, in sufficient detail to enable the Grantor to verify the accuracy of franchise fee payments.

- b. Annual Report. No later than June 1 following the end of the Grantee's fiscal year each year, Grantee shall present a written report to the Grantor which shall include:
- i. Audited financial reports (or if audited reports are not available, then reviewed reports) for the previous fiscal year, including Gross Revenues from all sources, gross subscriber revenues from each category of service, as well as an income statement, statement of cash flow, and a balance sheet; a financial report for the metropolitan area system of which the Franchise is a part with reviewed Gross Revenues and receipts as well as statements of expenses, balance sheet and capital expenditures reviewed by an independent certified public accountant; and a financial report for the Franchise Area with audited Gross Revenues and receipts. In the event any audited financial report has not been published by the date due under this section, then the audited financial report and, if the audited financial report is for the Grantee then also the accompanying reviewed report and the audited report for the Franchise Area, shall be deemed presented on time if presented within thirty (30) days after publication.

All financial reports required under this section shall be presented to the Grantor accompanied by such notes and explanations as are required to fully understand the reports. Such notes and explanations

shall include, but not be limited to, an explanation of any and all deductions made from Gross Revenues in order to arrive at Gross Receipts for the calculation of franchise fees to be paid to the Grantor.

- ii. A summary of the previous year's activities including, but not limited to, subscriber totals in each category and new services.
- c. Monitoring and Compliance Reports. No later than April 15 of each year, the Grantee shall provide a written report of any FCC technical performance tests for the residential network required in FCC Rules and Regulations as now or hereinafter constituted. In addition, the Grantee shall provide reports of the test and compliance procedures established by this Franchise Agreement, no later than thirty (30) days after the completion of each series of tests.
- d. Additional Reports. The Grantee shall prepare and furnish to the Grantor, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Grantor in connection with this Franchise.
- e. All reports and records required under this or any other Section shall be furnished to Grantor at the sole expense of Grantee.

#### 12.4 Safety.

- a. The Grantee shall, at all times, employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to employees of the Grantor.
- b. The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code, and Occupational Safety and Health Administration (OSHA) standards, and in such manner that they shall not interfere with the installations of any public utility.
- c. All lines, equipment and connections in, over, under, and upon either the streets and public ways of Grantor or private property within boundaries of Grantor, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.

### **13. MISCELLANEOUS PROVISIONS.**

#### **13.1 Compliance with Laws.**

The Grantee shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all general ordinances, resolutions, rules and regulations of the Grantor heretofore or hereafter adopted or established during the entire term of this Franchise, provided that any such ordinances, resolutions, rules and regulations of the Grantor hereafter adopted or established shall not conflict or interfere with the existing rights of the Grantee hereunder. The Grantor shall make a good faith effort to provide copies to the Grantee of all general ordinances, resolutions, rules, regulations, and codes, and any amendments thereto, to which the Grantee is subject under this Franchise.

#### **13.2 Severability and Preemption.**

Except as provided in Section 13.7 below, if any section, subsection, clause, phrase, term, provision, condition, covenant or portion of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of this Franchise shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Franchise shall be valid and enforceable to the fullest extent permitted by law.

If any material provision of this Franchise is for any reason held invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal law, rules, regulations or decision so that the intent of these provisions is frustrated, the parties agree to immediately negotiate replacement provisions to fulfill the purpose and intent of the superseded provisions consistent with applicable law.

In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Franchise, then the provision shall be read to be preempted to the extent and for the time required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the City, and any amendments to this Franchise negotiated pursuant to this section as a result of such provision being preempted shall no longer be of any force or effect.

### **13.3 Captions.**

The captions to sections throughout this Franchise Agreement are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

### **13.4 No Recourse Against the Grantor.**

The Grantee shall have no recourse whatsoever against the Grantor or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Franchise Agreement or any part thereof is determined to be invalid.

### **13.5 Nonenforcement by Grantor.**

The Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise Agreement by reason of any failure of the Grantor to enforce prompt compliance.

### **13.6 Force Majeure.**

If by reason of force majeure the Grantee is unable in whole or in part to carry out its obligations hereunder, the Grantee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of the government of the United States of America, or of the State of Oregon, or their departments, agencies, political subdivisions, or officials; acts of any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; and similar occurrences outside the control of the Grantee. The Grantee agrees, however to give its best efforts to remedy as soon as possible, under the circumstances, the cause or causes preventing Grantee from carrying out its responsibilities and duties under this Franchise Agreement.

### **13.7 Entire Agreement.**

This Franchise Agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

**13.8 Consent.**

Wherever the consent or approval of either the Grantee or the Grantor is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

**13.9 Notices and Time Limit for Grantee Communications.**

All communications with the City by the Grantee referred to in this Franchise shall be made through the Office of the City Manager of Canby, unless otherwise specified in this Franchise. Grantee shall provide any written communication required by this Franchise within sixty (60) days of being requested to do so by the Grantor, in each case in which no other specific minimum time limit for a communication is identified in the Franchise.

**13.10 Consistency of Franchise with Cable Act.**

The parties intend and believe that all of the provisions hereof are consistent with and permitted by the Cable Communications Policy Act of 1984, as amended in 1992 and 1996.

**13.11 Future Changes in Law.**

If future change to finding federal or state law affect any material provision of the Franchise, including but not limited to the scope of Grantor's authority to regulate Grantee and its activities within the Franchise Area and the streets and public ways, the parties agree that they will take any action necessary, or revise this Agreement where applicable, to be consistent with the scope of such change in law. In the event the parties are unable to agree to a modification of this Franchise within sixty (60) days, either party may: 1) seek appropriate legal remedies to amend the Franchise, or 2) shorten the Franchise to thirty-six (36) months from the date following conclusion of the sixty (60) day period, at which point either party may invoke the renewal procedures under 47 U.S.C. § 546. Each party agrees to participate in up to sixteen (16) hours of negotiation during the sixty (60) day period.

**13.12 Comparability of Other Cable Franchises.**

- a. If the Grantor issues a franchise to a Cable Operator to enter upon the streets and public ways for the purpose of operating a Cable System to provide Cable Service to any part of the Franchise Area, the Grantor shall ensure that, considering all the circumstances, including any limitations on its regulatory authority, the material provisions of such other franchise are, taken together, reasonably comparable to the material provisions of this Franchise;

providing, however, that the Grantor shall not be prohibited from granting any franchise containing requirements which are, taken together, greater than those of this Franchise, nor from granting any franchise containing individual requirements which are greater or lesser than the requirements of this Franchise. This paragraph recognizes that Grantee currently operates a Telecommunications System under authority from Grantor using the streets and public ways.

- b. The Grantee agrees that its sole remedy under this provision, other than testimony before the City Council, is to seek injunctive relief to prevent the issuance of a franchise which would violate the first paragraph.
- c. No provisions of this section shall be enforceable unless all are enforceable.

### **13.13 Franchise Review.**

At any time during the seventh year of this Franchise, either the Grantor or the Grantee may request the other party to participate in good faith negotiations, for a period not to exceed six (6) months, to consider adoption of amendments to the Franchise. There shall be no obligation for either party to enter negotiations.

If the parties enter negotiations, the subjects of consideration, or areas in which the Franchise may be subject to amendment, shall be limited to the following:

- a. Technology;
- b. Parity with neighboring systems;
- c. PEG Access support by the Grantee; and
- d. Franchise term.

Following negotiations, amendments to the Franchise may be presented to the City Council for adoption. Nothing in this section requires either the Grantor or the Grantee to agree to any amendment to the Franchise, and any amendment to the Franchise must be formally accepted by both parties.

### **13.14 Notice.**

Any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such address as the receiving party specifies in writing:

Page 55– Franchise Agreement 2005  
City of Canby/Canby Telephone Association

If to the City: City Administrator  
City of Canby  
P.O. Box 930  
Canby, OR 97013

If to the Grantee: Canby Telephone Association  
P.O. Box 880  
Canby, OR 97013

**13.15 Public Disclosure.**

Subject to the Oregon Public Records Law, whenever, pursuant to this Franchise Agreement, Grantee shall make available for inspection by the Grantor or submit to the Grantor reports containing information considered proprietary by the Grantee, the Grantor shall not disclose or release such reports or information to the public without Grantee's prior written consent.

**13.16 Time is of the Essence.**

Whenever this Agreement sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material violation of this Agreement and sufficient grounds for Grantor to invoke any relevant provision of this Agreement. However, in the event that Grantee is prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure, Grantee's performance shall be excused during the affected time periods and Grantee thereafter shall, under the circumstances, promptly perform the affected obligations under this Agreement or procure a substitute for performance which is satisfactory to Grantor. Grantee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers, employees or agents.



**EXHIBIT A**

**HARDWIRED PROGRAMMING ORINATION POINTS**

Canby City Hall – Council Chambers

Canby High School

Canby Adult Center

Studio Facility - OCTS

**EXHIBIT B**

**ACCEPTANCE**

City Administrator  
City of Canby  
P.O. Box 930  
Canby, OR 97013

This is to advise the City of Canby, Oregon (the "City") that Canby Telephone Association (the "Grantee") hereby accepts the terms and provisions of Ordinance No. \_\_\_\_\_, passed by the City Council on \_\_\_\_\_, 2005 (the Franchise) granting a Franchise for twelve (12) years to Canby Telephone Association. The Grantee agrees to abide by each and every term of the Franchise.

**CANBY TELEPHONE ASSOCIATION**

BY  
TITLE  
DATE

**EXHIBIT C**

**Existing 2-Way Active Interconnections**

**Canby System Interconnected to**

**Location of Interconnect**

Clackamas Community College

Clackamas Community College

## EXHIBIT D

### City Owned Property

Canby Adult Center	1250 S Ivy St	503-266-2970
Canby City Hall / Planning Bldg	182 N Holly	503-266-4021
Canby Police Station / Court	122 N Holly	503-266-1104
Canby Pool	1150 S Ivy St	503-266-2761
Canby Public Library	292 N Holly St	503-266-3394
Council Chambers	155 NW 2 <sup>nd</sup> Ave	
Canby Finance Dept	133 NW 2 <sup>nd</sup> Ave	503-266-4021
Canby Public Works	1470 NE Territorial Rd	503-266-4021

**RESOLUTION NO. 1269**

**A RESOLUTION AMENDING THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY TELEPHONE ASSOCIATION DBA DIRECTLINK**

**WHEREAS**, Canby Telephone Association, an Oregon cooperative corporation, doing business as DirectLink, hereinafter referred to as "Grantee", currently provides cable television services to its customers within the City of Canby; and

**WHEREAS**, the City of Canby granted a twelve-year cable television Franchise to Grantee, which was only granted through March 4, 2017; and


**WHEREAS**, the City and Grantee wish to extend the term of the Franchise Agreement; and

**WHEREAS**, the City finds it is in the public interest to extend the Franchise Agreement as set forth in this Resolution.

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

1. The City hereby agrees to extend the franchise granted to Canby Telephone Association, doing business as DirectLink for a three (3) year term from the effective date of March 4, 2017, and authorizes the City Administrator to sign the extension agreement attached hereto as Exhibit A on behalf of the City.
2. This Resolution shall take effect on June 21, 2017.

ADOPTED this 21<sup>st</sup> day of June 2017, by the Canby City Council

  
\_\_\_\_\_  
Brian Hodson  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Kimberly Scheafel, MMC  
City Recorder

**Exhibit "A"**

**FRANCHISE EXTENSION AGREEMENT**

**WHEREAS**, Canby Telephone Association, an Oregon cooperative corporation, doing business as DirectLink, currently provides cable television services to its customers within the City of Canby; and

**WHEREAS**, the City of Canby granted a twelve-year cable television Franchise to DirectLink, which was only granted through March 4, 2017; and

**WHEREAS**, the City and DirectLink wish to extend the term of the Franchise Agreement for a period of three (3) years, retroactive to March 4, 2017; and

**WHEREAS**, the City finds it is in the public interest to extend the Franchise Agreement so that cable service to the public will not be interrupted; and

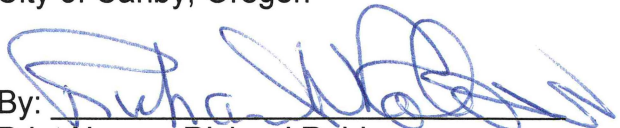
**WHEREAS**, City acknowledges that the duration of the term of the franchise extension granted hereby is less than the 30-month minimum advance notice required under Section 626 of the Cable Communications Policy Act of 1984, as amended (the "§626 Renewal Notice") for DirectLink to timely exercise its franchise renewal rights under federal law. Accordingly, City agrees that DirectLink shall be deemed to have provided its §626 Renewal Notice to City in a timely manner and City hereby irrevocably waives and relinquishes any right to take a contrary position.

**NOW, THEREFORE**, the City of Canby and DirectLink agree as follows:

1. The Franchise shall be extended to expire on March 4, 2020, or until a new Franchise Agreement is negotiated, whichever comes first.
2. All provisions and amendments to the Franchise, other than duration of the Franchise, shall remain in full force and effect through this agreed upon extension date.

APPROVED this 21<sup>st</sup> day of June 2017.

City of Canby, Oregon

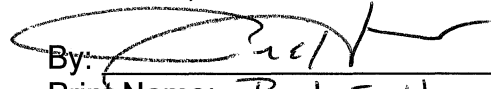
By: 

Print Name: Richard Robinson

Title: City Administrator

ACCEPTED this 10 day of July 2017.

Canby Telephone Association (dba  
DirectLink)

By:   
Print Name: Paul E. Hauer  
Title: President

**ORDINANCE NO. 1349**

**AN ORDINANCE AMENDING THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY TELEPHONE ASSOCIATION AND DECLARING AN EMERGENCY.**

**WHEREAS**, on February 2, 2005, the City of Canby granted a twelve year cable television franchise to Canby Telephone Association, effective March 4, 2005 (the “Franchise”); and

**WHEREAS**, the City of Canby granted a cable television franchise to the predecessor of WaveDivision VII, LLC prior to granting the Franchise, the terms of which are nearly identical to the Franchise; and

**WHEREAS**, the City is considering amending the terms of its cable franchise with WaveDivision VII, LLC, and to ensure compliance with the Cable Act and the rules enacted by the Federal Communications Commission, and to maintain competitive equity between the two cable operators, the City is offering the same substantive amendments to Canby Telephone Association; and

**WHEREAS**, the City finds it is in the public interest to amend the Franchise as set forth in this Ordinance; now therefore,

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The City of Canby hereby amends the Franchise with Canby Telephone Association as follows, with all other provisions, terms and conditions of the Franchise remaining unchanged and in full force and effect except as expressly stated herein:

- A. The phrase “and continuing throughout its term,” shall be deleted from the first sentence of Section 6.5(c)(i) of the Franchise. After the first sentence of Section 6.5(c)(i), the following sentence shall be added: “No sooner than November 1, 2011, Grantee shall provide two percent (2%) of its gross revenues for PEG access capital costs. Grantee shall provide two percent (2%) of its gross revenues through October 31, 2013. Commencing on November 1, 2013 and through the remaining term of the Franchise, Grantee shall provide one-percent (1%) of its gross revenues as support for PEG access capital costs.” After the first paragraph in Section 6.5(c)(i), the following paragraph shall be added: “Notwithstanding the previous paragraph, in the event of a change in federal law that permits the Grantor or its Designated Access Provider to use the support set forth in this Section 6.5(c)(i) for non-capital costs without such support being treated as a franchise fee, Grantee shall, no sooner than November 1,



2013 or within sixty (60) days of the effective date of the change in law, as applicable, provide a total of two percent (2%) of its gross revenues as capital and non-capital support for PEG access through the remaining term of the Franchise.”

- B. Section 6.5(c)(ii) shall be deleted in its entirety and replaced with the following: “Grantee shall help financially support the studio facility by paying \$1,724 per month to the Designated Access Provider (“DAP”) through October 31, 2014. Commencing on November 1, 2014, Grantee shall contribute eight hundred sixty two dollars (\$862.00) per month to the DAP and such amount shall be paid directly to the DAP. Grantee acknowledges and agrees that the DAP will forward this amount to WaveDivision VII, LLC (“Wave”), the incumbent cable operator in the City, which is obligated in its cable franchise with the City to provide the studio facility at Wave’s cost. Grantor and Grantee agree that this amount represents one half (1/2) of the rent for the portion of the access facility occupied by Grantor’s DAP as of June 6, 2011 (which is approximately eighty-seven percent (87%) of the leased space, the remainder of which is used by Wave). In the event that the rent for the leased space changes during the term of this Agreement pursuant to the terms of a valid lease agreement between Wave and the owner of the leased space, Grantee shall contribute to the DAP one half (1/2) of the adjusted rental amount for the portion of the access facility occupied by the DAP. Grantor and Grantee further agree that if the DAP’s proportionate use of the access facility increases or decreases by five percent (5%) or more, the payments required under this paragraph shall be increased or decreased in proportion to the change. Grantee’s obligation to make the payment set forth in this paragraph shall cease if the DAP stops using the access facility. In the event Wave no longer provides cable services in the City, Grantee agrees to assume the obligations currently being funded by Wave within thirty (30) days of written notice from Grantor.”
- C. Section 9.1 shall be deleted in its entirety and replaced with the following: “The parties shall be subject to the provisions of 47 U.S.C. 547 (Section 627 of the Cable Act), as amended from time to time. It is not intended that this Agreement diminish the rights of either Grantor or Grantee under Section 627 of the Cable Act, and any provision of the Agreement that purports to diminish such right shall be deemed superseded by the Cable Act. Notwithstanding the foregoing, Grantee’s Telecommunications Services under Ordinance Number 1053 are not subject to this right of purchase.”

Section 2. Emergency declared. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to ensure uninterrupted cable service, an emergency is hereby declared to exist and this Ordinance shall therefore take effect immediately upon its enactment after final reading, provided that Canby Telephone Association files with the City its written acceptance of the amendments, in the form attached hereto as Exhibit A, by the effective date of this Ordinance. If

Canby Telephone Association fails to timely file its written acceptance, this Ordinance shall be null and void and the Franchise will be of no further force or effect.

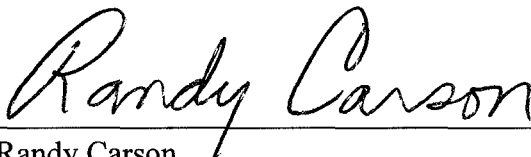
**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, October 5, 2011, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular council meeting thereof on Wednesday, October 19, 2011, commencing at the hour of 7:30 PM in the City Council Chambers located at 155 NW 2<sup>nd</sup> Avenue in Canby, Oregon.

  
\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 19<sup>th</sup> day of October, 2011 by the following vote:

YEAS 6

Nays 0

  
\_\_\_\_\_  
Randy Carson  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder


**EXHIBIT A**

**ACCEPTANCE**

City Administrator  
City of Canby  
P.O. Box 930  
Canby, Oregon 97013

The undersigned, Canby Telephone Association, does hereby accept the amendments to its Franchise with the City of Canby as set forth in Ordinance No. 1349, approved at first reading on October 5, 2011, and does hereby agree that it will comply with and abide by all of the provisions, terms and conditions of the Franchise as amended, subject to applicable federal, state and local law. This acceptance is conditioned upon passage and approval of Ordinance No. 1349 by the City of Canby at second reading on October 19, 2011.

CANBY TELEPHONE ASSOCIATION

BY:  \_\_\_\_\_  
TITLE: President  
DATE: 10/19/11

**EXHIBIT B**

City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

This is to advise the City of Canby, Oregon that Canby Telephone Association (the "Grantee") hereby accepts the terms and provisions of Ordinance No. 1531 passed by the City Council on August 5, 2020 (the "Franchise") granting a Franchise for ten (10) years to Canby Telephone Association (DirectLink). The Grantee agrees to abide by each and every term of the Franchise.

**CANBY TELEPHONE ASSOCIATION (DirectLink)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Canby Bi-Monthly Report  
 Department: Administration  
 For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
 From: Melissa Bisset, City Recorder  
 Prepared by: Same as above.  
 Through: Amanda Zeiber, Interim City Administrator  
 Date: July 15, 2020

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**Board and Commissions**

Board/ Commission/ Committee	Vacancy	Applications Received	Status
Canby Public Library Board	1	2	Appointment schedule for 7/15.
Heritage and Landmark Commission	1	0	Vacant, accepting applications.
Transit Advisory Committee	4	5	Currently 4 vacancies, three appointments are scheduled for 7/15.

There were several reappointments to the various Boards, Commissions and Committees.

Bike and Pedestrian Committee – Russell Heinemann, Mindy Montecucco, and Shannon Hale.

Budget Committee – Jason Padden and Michelle Hensley.

Canby Public Library Board – Judi Jarosh.

Heritage and Landmark Commission – Judi Jarosh and Jennifer Giller.

Traffic Safety Commission – Robert Cambra and Janet Bailey.

Parks and Recreation Advisory Board – Mark Triebwasser.

Most of the Boards, Commissions and Committees began to meet virtually.

**Business Licenses**

	Issued	Inactivated	Renewals Mailed	Total Licenses
<b>May &amp; June 2020</b>	35	30	327	680 have Canby addresses 1,526 Total
<b>May &amp; June 2019</b>	39	28	315	689 have Canby addresses 1,535 Total

**Cemetery**

	Property purchases recorded	Internments recorded
<b>May 2020</b>	9	4
<b>June 2020</b>	7	4

**City Code**

The Canby Municipal Code was recently updated to include Ordinances passed through May 6<sup>th</sup>, 2020. The vendor that hosts the Code updated the online version and it is much more user friendly. Please take a look at [https://codelibrary.amlegal.com/codes/canby/latest/canby\\_or/0-0-0-1](https://codelibrary.amlegal.com/codes/canby/latest/canby_or/0-0-0-1) . A user training will be offered this summer.

### **Communications**

We continued to be active on Facebook providing community updates and resources related to COVID-19.

### **Elections**

The Mayor and four Council positions will be on the [November 3, 2020 General Election ballot](#). The filing period for these positions has opened. The last day for candidates to submit their filing and signature sheets to the City Recorder is August 20, 2020. Candidates must have signature sheets approved before collecting signatures. One candidate filed for the position of Councilor in June.

### **Liquor Licenses**

One liquor license was processed.

### **Noise Variance Application**

No noise variance applications were processed.

### **Public Records Requests**

Five public records request were processed.

### **Sidewalk/Park Vending Permit**

No Sidewalk/Park Vending Permits were issued.

### **Special Animal Permits**

One special animal permit was issued.

### **Training**

Staff virtually attended CIS Harassment Training and LOC training: "After the Quarantine: Practical Tips for Reopening Your City."



## City of Canby Bi-Monthly Report Department: Economic Development For Months of: May & June 2020

To: The Honorable Mayor Hodson & City Council  
From: Jamie Stickel, Economic Development Director  
Prepared by: Same as above  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/6/2020

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### Economic Development Director Updates

**Canby Design Lab:** The Canby Design Lab – part of the Clackamas County Prosperity Collaborative (CCPC) – is exploring possibilities to make resources more equitable and accessible. Local Canby Design Meetings have been held in English and Spanish. The meetings focus on identifying a problem statement and determining the best steps forward to ensure Canby is equitable for all. The problem statement the Canby Design Lab has written is, “The Canby community lacks the knowledge and/or welcoming, safe and equitable support to navigate the resources, therefore they are unable to get the things they need to live, grow and more forward.” The May 13<sup>th</sup> and June 2<sup>nd</sup> meetings were focused on finding a “solution statement” and identifying resources that may help the community work towards its goal of identifying equitable access to community, county, and statewide resources.

**Strategic Investment Zone:** The City of Canby received a Strategic Investment Zone application from Columbia Distributing. As background, the Strategic Investment Zone is program within Clackamas County which serves as an incentive for large developments. The zone was created to streamline the approval process through Business Oregon, the state’s Economic Development Department. Canby falls within the Rural Strategic Investment Zone which provides a tax abatement for 15 years to businesses of \$25,000,000 or greater. Businesses pay full property taxes on the first \$25,000,000 and after that, the taxes are abated. Additionally, the business pay a Community Service Fee to assist with mitigating the impact of the development within the community.

The Oregon Business Development Commission approved the Columbia Distributing Strategic Investment Zone application at their May 22<sup>nd</sup> meeting. The meeting begins the 90 day time period for the special taxing districts to determine the distribution of the community service fee. The City of Canby hosted a meeting on June 23<sup>rd</sup> to discuss the distribution with the special taxing districts. All of the special taxing districts were invited with representation from the City of Canby, Clackamas County, Canby Fire District, Clackamas Community College, and the Canby School District. Conversations will continue in July and August to meet the Oregon Business Development Commission’s August 22<sup>nd</sup> deadline for decision on distribution schedule.

**Requests for Expressions of Interest for Former Library:** The City of Canby reopened the Requests for Expressions of Interest for the Former Canby Public Library, located at 292 N Holly Street. Previously, the City opened the Request for Expressions of Interest two times – in 2017 and 2018. After much discussion, it was decided to retain ownership and create a public market and office space in the former library. In summer of 2019, the City began work with LRS architects who had previously completed renderings on the building as part of a Clackamas County 3D Modeling Grant. The city also applied and was awarded an Oregon Main Street grant for \$200,000 for façade work on the building. In early winter, renderings and early cost estimates were received and were substantially over budget. At that same time, the City received renewed interest from three parties on the former library space. At the January 15<sup>th</sup> City Council meeting, after much robust discussion, we reopened the Requests for Expressions of Interest for the Former Canby Library.

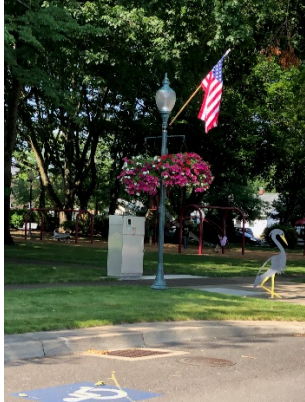
At the May 6<sup>th</sup> City Council Work Session, the City received four unique and thoughtful proposals from:

- Neighborhood Health Centers

- Oregon City Brewing Company – the Beer Library
- Ray Kahut
- Thelma’s Place

The Canby City Council instructed City Staff to begin negotiations with the Oregon City Brewing Company’s Beer Library proposal. The Oregon City Brewing Company resubmitted their proposal and it was brought to a City Council Executive Session on June 24<sup>th</sup>.

**Wait Park:** The City of Canby received a generous donation of American flags from the Canby Knights of Columbus for Wait Park. The flags were hung at the end of June on all of the flag poles throughout the park. The City of Canby hung its Independence Day bunting on the gazebo to complement the donation for the Independence Day holiday.



#### **COVID-19 Webinars, Outreach, and Zoom Meetings**

Due to Covid-19, meetings with local, county, state, and regional partners have become more important. Below is a brief summary of the efforts attended by the Economic Development Director

- **Canby Business Outreach:** Outreach continues to the local Canby community through brainstorming efforts, business outreach, and Zoom calls. Businesses in Canby have really taken the time to think outside of the box, partner together, and utilize social media to showcase how they are open for business.
- **Canby Area Chamber of Commerce:** Ongoing work to support the Canby business community. The Chamber Director, Economic Development and Tourism Coordinator, and Economic Development Director already meet regularly to discuss business in Canby. Through the Stay at Home orders, the efforts are ongoing and coordination continues to be of the utmost importance.
- **Governor’s Regional Solutions Team Meetings:** The Governor’s Regional Solutions Team features weekly updates regarding the Governor’s Stay at Home order from an Oregon Congressman or Senator, updates from the Governor’s Regional Solutions Coordinator, Oregon Employment Department, Business Oregon, BOLI, as well as rotating involvement from other sectors such as the Small Business Advocate or Travel Or.
- **Metro Economic Development Practitioners COVID-19 Forum:** Greater Portland Inc holds a weekly call with updates from Practitioners in the region, GPI staff, and staff from the state.
- **Clackamas County Practitioners Meetings:** Clackamas County Business and Community Services has been holding bi-monthly meetings to convene practitioners from throughout the county to provide updates and a sounding board. At the April 23<sup>rd</sup> meeting, the county rolled out their “Who’s Open” website for businesses to highlight location, hours of operation, and other contact details. This is an effort to help customers find their local businesses and highlight the offerings.
- **Greater Portland Inc Webinar Series:** Greater Portland Inc has developed an ongoing Webinar series to assist Economic Development Professionals focus on the “Road To Recovery”. The webinar series features consultants and local businesses to highlight best practices, planning efforts, and additional resources that may be helpful as Oregon cities begin to open.
- **Main Street Webinars:** Main Street Now, the national Main Street organization, features webinars on their website highlighting various topics pertinent to downtown revitalization. One of the ideas highlighted on a webinar has been reproduced for Canby with the #LoveLocalCanby campaign. This effort highlights ways consumers can support local businesses during the Stay at Home order. Those ideas include ordering takeout, leaving reviews, sharing business posts, and ordering online.



## Economic Development and Tourism Coordinator Updates

### **Promotion**

- **Canby Independence Day Celebration** – Planning for the 2020 Canby Independence Day Celebration ceased on May 7th following an announcement from Governor Brown that large events would be cancelled through 2020. The Economic Development and Tourism Coordinator (ED&TC) then issued refunds to those who had registered for the event and communicated the cancellation to the public, vendors, volunteers, and performers.
- **Canby's Big Weekend** – Planning for Canby's Big Night Out Street Dance also ceased on May 7th following the Governor's announcement. The ED&TC informed vendors, performers, and the public of the cancellation.
- **Canby First Thursdays** – In May and June, the First Thursday program was depressed due to business closures and health guidelines around gathering. The Canby Business Downtown Association agree to move forward with a "Takeout Thursday" messaging for future promotions. The ED&TC is working with the Clackamas County Cultural Coalition to reallocate grant funds that had been awarded for a summer concert series on First Thursdays, now cancelled due to COVID-19.



### **Organization**

- **Bicycle and Pedestrian Advisory Committee** – The City of Canby's Bicycle and Pedestrian Advisory Committee met on June 23 for their first monthly meeting since February. On June 26, the ED&TC sent out a request for Quotes on the Molalla Forest Road Development Plan, posted here: <https://www.canbyoregon.gov/RFPs.htm> and has discussed the project with various contractors since. Quotes will be reviewed with input from the Bike and Ped Committee after a July 24 deadline for submissions.
- **Heritage and Landmark Commission (HLC)**
  - **Zion Memorial Cemetery Grant:** On June 16, A grant from Oregon Parks and Recreation for \$3,600 was awarded to the City for the Canby HLC's annual Zion Memorial Cemetery marker cleaning and repair project for 2020-2021. Volunteers lead this project while the ED&TC handles grant reporting and reimbursement requests.
  - **Comprehensive Historic Preservation Plan & Grant:** Canby's Historic Preservation Plan is complete and a presentation to Council occurred on June 3rd. The ED&TC is managing a grant through Oregon Parks and Recreation Department that helped fund the plan.

### **Economic Vitality**

- **Canby Business Downtown Association**– The ED&TC hosted Zoom video conferences on May 21 and June 18, inviting downtown businesses and stakeholders to connect. These monthly meetings are held on the Third Thursday of each month at 9am.

### **Design**

- **Facade Improvement Program** – The ED&TC worked with a 2019 applicant to update their application for the new round of funding available July 1. This application will go before the Urban Renewal Agency on July 15 and will support improvements to a historic downtown property.





**City of Canby Bi-Monthly Report  
Department: Finance Department  
For Months of: May and June 2020**

To: The Honorable Mayor Hodson & City Council  
From: Julie Blums, Finance Director  
Prepared by: Suzan Duffy, Financial Analyst  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/1/2020

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

- The budget process proceeded virtually this period and concluded successfully with adoption of the 2020-2021 Budget in June. Two supplemental budgets for the 2019-2020 budget year were also approved this period. The first was primarily to address increased development activity and expenses related to Covid-19, among other adjustments. The second was to allow contribution to the PERS side account that was originally planned for 2020-2021. This contribution was moved up so the city could be assured of receiving the 25% match. If the contribution was made after June 30 there was a chance that the 25% match would no longer be available.
- Auditors were at City Hall the second week of June to do the annual interim review. Processes in Finance and Court were reviewed and staff interviewed. Selected samples of revenue and expense documentation were also reviewed. The final audit is scheduled for September.
- Late fees for utility and transit tax bills are continuing to be waived. Staff has been reaching out to employers who have not yet filed their 2019 annual return, 2019 4<sup>th</sup> quarter return or the 2020 1<sup>st</sup> quarter return. A total of 193 reminder letters have been sent. The goal is to get all the filings current and offer payment plans to any filers who are currently unable to pay due to the effects of Covid-19. In addition, the annual certification of unpaid utility fees to the assessor will be limited to those accounts that were severely in arrears prior to the pandemic.
- Finance staff participated in the following meetings, trainings and events this period:
  - CIS Harassment Training
  - Caselle webinar – payroll changes

**Statistics for FY 2019-2020:**

	<u>July-</u> <u>Aug</u>	<u>Sept -</u> <u>Oct</u>	<u>Nov -</u> <u>Dec</u>	<u>Jan -</u> <u>Feb</u>	<u>Mar -</u> <u>Apr</u>	<u>May -</u> <u>June</u>
<b>Accounts Payable</b>						
Invoices:	522	520	458	420	366	408
Invoice entries:	1,075	1,165	1,105	1,058	928	864
Encumbrances:	19	13	4	11	10	17
Manual checks:	3	6	2	12	2	5
Total checks:	354	352	279	322	234	267
<b>Payroll</b>						
Timesheets processed:	638	478	491	615	456	373
Total checks and vouchers:	739	539	546	678	512	434
New hires/separations:	7/6	9/8	4/3	4/6	3/3	3/1
<b>Transit Tax Collection</b>						
Forms sent:	27	795	1021	487	791	800
Penalty & Int. notices sent:	9	5	17	9	11	0
Pre-collection notices sent:	0	122	126	0	161	0
Accounts sent to collections:	130	52	0	54	0	0
Accounts opened/closed:	41/33	44/45	28/29	39/31	15/28	37/30
Returns posted:	810	719	394	1081	820	345
<b>Utility Billing</b>						
Bills sent:	9,853	9,951	9,941	9,974	10,013	10,071
Counter payments:	206	216	194	181	70	0
Accounts opened and closed:	182	158	94	90	110	130
Lien payoffs:	3	10	6	4	3	4
Lien payoff inquiries:	62	33	37	37	29	31
Collection notices sent:	8	0	11	41	15	0
Accounts sent to collections:	0	0	5	0	0	0
New homes occupied:	16	9	21	16	22	24
<b>General Ledger</b>						
Total Journal entries:	532	286	438	294	273	358
<b>Cash Receipts Processed</b>						
Finance:	1,213	1,025	758	1425	1264	781
Utility:	392	383	382	333	149	109

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

**May-20**

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	1	\$244.50	\$19.78	\$18.41	\$282.69
Facilities	1	\$141.30	\$243.29	\$89.86	\$474.45
Wastewater Collections	2	\$102.76	\$0.00	\$115.54	\$218.30
Wastewater Treatment	6	\$761.13	\$179.24	\$199.27	\$1,139.64
Parks	15	\$1,686.28	\$278.20	\$960.80	\$2,925.28
Police	13	\$2,123.54	\$1,244.25	\$2,966.74	\$6,334.53
Streets	8	\$726.52	\$498.36	\$965.07	\$2,189.95
Fleet Services	2	\$51.38	\$283.71	\$68.58	\$403.67
Canby Area Transit (CAT)	29	\$3,691.01	\$1,346.68	\$3,571.95	\$8,609.64
CUB	0				
<b>Total</b>	<b>77</b>			<b>Total</b>	<b>\$22,578.15</b>

**Jun-20**

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	1	\$179.83	\$18.75	\$0.00	\$198.58
Facilities	1	\$154.14	\$16.60	\$101.92	\$272.66
Wastewater Collections	4	\$415.58	\$4.93	\$166.28	\$586.79
Wastewater Treatment	4	\$161.40	\$0.00	\$0.00	\$161.40
Parks	7	\$1,150.17	\$237.50	\$886.71	\$2,274.38
Police	8	\$1,082.53	\$682.91	\$3,505.08	\$5,270.52
Streets	12	\$2,056.47	\$6,117.89	\$769.40	\$8,943.76
Fleet Services	3	\$310.76	\$75.77	\$84.97	\$471.50
Canby Area Transit (CAT)	21	\$4,289.42	\$2,875.22	\$5,164.18	\$12,328.82
CUB	0				
<b>Total</b>	<b>61</b>			<b>Total</b>	<b>\$30,508.41</b>

0

**Fleet Service Highlights**



**City of Canby Bi-Monthly Report  
Department: Tech Services  
For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
From: Amanda Zeiber, Interim City Administrator/ HR Director  
Prepared by: Valerie Kraxberger, IT Office Specialist  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/1/2020

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**May 2020-**

The City of Canby Tech Services Department issued:  
69 Work Orders with 69 being completed

**June 2020-**

66 Work Orders with 71 being completed

**Some of the main projects we have been working on are:**

- Set up additional TeamViewer accounts for remote access and support
- Video conferencing setup and meetings
- Network copier and scanner issues
- Network Drives
- Various PD laptop issues
- Phone setup for Library curbside pickup
- Planning for new website
- Continue to support remote services for employees to work from home during the statewide Stay Home, Save Lives declaration.



**City of Canby Bi-Monthly Report**  
**Department: Library**  
**For Months of: May - June 2020**

To: The Honorable Mayor Hodson & City Council  
From: Irene Green, Library Director  
Prepared by: Irene Green, Library Director  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/7/2020

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**LIBRARY OPERATIONS:**

The library is continuing to adapt its operations during these uncertain and rapidly changing times. The health and safety of our staff and community is our highest priority. We will progress through a phased re-opening in consultation with government and public health officials. Because the situation continues to evolve, we do not have dates set for reopening the building to patrons. We will announce updates as we have them. For now we are focused on providing no-contact curbside holds pickup and online programming.

The book drop is now open 24/7 and items will not be due until July 31<sup>st</sup>. Beyond that, all items will get an extended checkout of 4 weeks to reduce the need for frequent visits.

In accordance with the recently published Institute for Museum and Library Services (IMLS) guidelines, the 72 hour quarantine we've implemented for all returns was confirmed to be sufficient for common library materials.

The library is currently in Phase II of the library's reopening plan with the following staffing and services in place:

- Patrons can utilize book drops 24/7.
- Materials Pick-up – Stage I
  - Limited hours of curbside pick-up available for holds on the holds shelf processed and awaiting pick-up *before the March 13th closure. (completed)*
  - Pick-ups via curbside available.
  - All pick-ups transacted by the exit door in the Willamette Room.
  - Patrons call us when they arrive and are advised to stay in their vehicle until staff return to the building.
  - Staff leave the patrons items on a cart and re-enter the building.
  - Staff disinfect the pick-up carts at the end of each shift
- Materials Pick-up - Stage II
  - *Process holds placed after the March 13th closure of items currently in Canby for pick-up. (completed)*
  - After processing is complete (approx. the 2nd week), make them available for curbside pick-up the following week. *(completed)*

- 3rd or 4th week (after all backlogged holds are complete), materials on the shelves in Canby will be available for curbside pick-up by placing request over the phone or email with staff. *(in progress)*
- ☐ Social distance signage ordered/received. *(completed)*
- ☐ LINCC resumes sending automated hold notices for new holds. *(completed)*
- ☐ Daily LINCC courier service resumes. Items owned by other libraries are returned to those libraries. *(Completed)*
- ☐ Furloughed library page staff called back to work. *(completed)*

**LIBRARY SERVICES DURING THE QUARANTINE (May - June):**

Canby Library staff continue to meet weekly to develop creative ways to offer the digital delivery of programs and services to our patrons in both Spanish and English when possible. Virtual Programming runs Monday – Saturday and changes monthly. Social media continues to be our main way of connecting with patrons right now, besides through the library website and LINCC.org. We connect with patrons through Facebook, Instagram, and Twitter.

The services listed below were developed, made available, and continue to be offered to the Canby community.

**Adult Programs:**

- Adult Crafts (97 crafts kits have been distributed)
- Book Reviews
- Tech Tuesday Help
- Technology Help (by email)
  - eBooks & digital audiobooks
  - Zoom, Skype, FaceTime
  - Assistance with devices
  - Assistance with social media
- Trivia
- Art Challenges
- LINCC libraries have also added a resource page to lincc.org called “Let’s Talk: Conversations about Race, Identity and Social Justice”

**Children’s Programs:**

- Summer Reading Kits (250 take and make kits have been distributed)
- Early Literacy & Math Challenges
- Storytime Bites (on our YouTube Channel)
- Window Story Walks
  - Miss Nelson Is Missing by James Marshall
  - Groovy Joe; Ice Cream and Dinosaurs by Eric Litwin
  - How Do Dinosaurs Say I Love You? By Jane Yolen
  - Chicka, Chicka 1 2 3 by Bill Martin, Jr
  - If You Give A Mouse A Cookie by Laura Numeroff
- Story Garden Window Songs and finger plays
  - Rabbits
  - Ice Cream
  - Penguins
  - The Moon
  - Pirates



### Teen Programs:

- Summer Reading Activity Kits (40 activity kits have been distributed)
- Teen Challenges
- Art Challenges
- Trivia

### Summer Reading Program:

The Summer Program has been reinvented into a new format that adheres to current social distancing guidelines. Packets of materials for children and teens are available for curbside pickup, including: a book (teens will get several books), the summer reading challenge, and a craft activity. Staff have also developed a method for remote notification of completion of the program (pre-stamped postcards addressed to library, included in initial packet), so we can gather the required statistics.

Teen SRP: The summer activity will be a bingo card with 16 challenges for teens to complete. They can send us a pre-addressed postcard when they complete the challenge in order to be entered in a prize drawing.

### Reference Services:

Reference Services are available via phone and email Monday – Friday, 10am to 4 pm. Since they have resumed, library staff have answered 167 phone reference and 37 email reference questions.

### Circulation:

Starting 6/15/2020 all materials checked out will have a checkout period of 28days. Extended checkout periods will continue until Labor Day 9/7/2020. This will prevent patrons from needing to make frequent trips to return materials with short checkout periods. (i.e. DVDs, Lucky Day, etc.)

Holds are now being held for 3 weeks (as opposed to the standard one week), to give patrons more time to navigate the new system.

Another extension of currently checked out materials to 7/31/2020. This will prevent a rush of returns as we start to provide curbside/contactless pickups and open book drops.

### Collections/Materials:

Staff are continuing with collection development. We receive weekly purchase alerts from LINCC network on items high in demand by Canby library users. Throughout the library closure, patrons were allowed to continue to place holds on materials. (In contrast, Multnomah County Library and Washington County Cooperative Libraries blocked new holds during their closures. LINCC library directors felt that our staff was up to the challenge of addressing a large volume of new holds and we were very successful in this)

- Cataloging
- Processing
- Weeding
- Shifting
- Shelving
- Cleaning
- Taking inventory

**LDAC:**

Both LDAC meetings and the Library District Task Force need to be on hiatus until such time is safe for us to start gathering, in-person, again.

**Cultural Passes:**

The Oregon Garden, the Evergreen Aviation Museum, the Japanese Garden and the Portland Art Museum are now open and reservations have resumed through Cultural Pass Express. The Chinese Garden is ending their cultural pass program. The Cultural Pass Express homepage will be updated as venues open for reservations. The calendar will be updated to only include open venues and patrons will no longer be able to look months ahead to place reservations for closed venues.

**Database Usage Statistics**

Due to low usage stats, the LINCC consortium will no longer provide the Chilton Auto Repair and Pronunciator Language Learning databases.

**ONLINE PROGRAM ATTENDANCE**

**MAY**

**Monday - What We're Cookin'**

- 5/4 (13)
- 5/11 (9)
- 5/18 (10)
- 5/25 (10)

**Tuesday - Trivia Tuesday**

- 5/5 (6)
- 5/12 (5)
- 5/19 (8)
- 5/26 (10)

**Wednesday - Children & Family Virtual Storytime Bites**

- 5/6 (48)
- 5/13 (60)
- 5/20 (47)
- 5/27 (42)

**Thursday - Art Challenge**

- 5/7 (8)
- 5/14 (19)
- 5/21 (9)
- 5/28 (6)

**Friday - Early Literacy & Math Challenge**

- 5/1 (6)
- 5/8 (10)
- 5/15 (7)
- 5/22 (8)
- 5/29 (6)

**Saturday - Book Reviews**

- 5/2 (9)
- 5/9 (7)
- 5/16 (9)
- 5/23 (6)
- 5/30 (14)

**JUNE**

**Monday - Quaranteen Scavenger Hunt (+37)**

- 6/1 (9)
- 6/8 (6)
- 6/15 (6)
- 6/22 (9)
- 6/29 (7)

**Tuesday - Trivia Tuesday (+35)**

- 6/2 (8)
- 6/9 (7)
- 6/16 (8)
- 6/23 (4)
- 6/30 (8)

**Wednesday - Storytime Bites (+346)**

- 6/3 (67)
- 6/10 (116)
- 6/17 (90)
- 6/24 (73)

**Thursday - Craft Challenge (+49)**

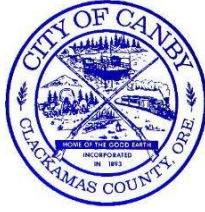
- 6/4 (13)
- 6/11 (15)
- 6/18 (10)
- 6/25 (11)

**Friday - Early Literacy & Math Challenge (+30)**

- 6/5 (9)
- 6/12 (3)
- 6/19 (9)
- 6/26 (9)

**Saturday - What's Blooming!? (+50)**

- 6/6 (8)
- 6/13 (16)
- 6/20 (16)
- 6/27 (10)



City of Canby Bi-Monthly Report  
 Department: Court  
 May and June 2020

To: The Honorable Mayor Hodson and City Council  
 Prepared By: Jessica Roberts, Municipal Court Supervisor  
 Through: Amanda Zeiber, Interim City Administrator  
 Date: July 2, 2020

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

Monthly Statistics	May	June
<b>Misdemeanors</b>		
Offenses Filed	16	27
Cases Filed	11	25
Warrants Issued	0	26
<b>Misdemeanor Case Detail</b>		
Diversion/Deferred Sentence	1	4
Offenses Dismissed	4	12
Offenses Sentenced	0	3
Offenses not filed by City Prosecutor	0	2
<b>Traffic &amp; Other Violations</b>		
Offenses Filed	76	120
Cases/Citations Filed	54	104
Parking Citations Filed	11	10
<b>Traffic &amp; Other Violations Case Detail</b>		
Diversion (Good Driver Class)	1	7
Dismissal (Fix It Tickets)	0	6
Dismissed by City Prosecutor or Judge	1	1
Sentenced by Judge	1	11
Handled by Violations Bureau	16	41
Guilty by Default	24	98
<b>Traffic and Criminal Trials</b>		
Court Trial (Misdemeanor)	0	0
Jury	0	0
Traffic Trial	0	0
Defendant Accounts referred to Collections	\$0	\$78,303.25
Fines & Surcharges Collected	\$33,022.70	\$31,399.46

**Explanation of terms:**

1. Difference between Offenses Filed vs. Cases Filed
  - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop or arrest.
  - Offenses filed reflects this number. Cases filed (also called docket numbers) refers to a single defendant's matter before the court.
2. Offenses not filed by City Prosecutor. Crimes cited by the police department go to the city prosecutor for review. At times those charges are not filed on against the defendant at the determination of the City Prosecutor.
3. Guilty by Default. When a defendant does not appear or contact the court on their scheduled court date a defaulted conviction is entered against them on the following Wednesday. A court clerk processes the default convictions.
4. The Violations Bureau applies to traffic violations only.

Under the Judge's authority, court clerks can accept pleas, offer a deferred sentence program (if qualified) and set a payment plan. Where a crime is charged, a court appearance before the judge is mandatory.

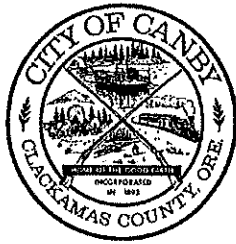
If a defendant qualifies, the clerks can offer an option to participate in an informative driving education course for a fee to the court. If there are no convictions during the following two months, the case will be dismissed.

Current programs and to qualify:

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

5. Fix It Citations

The court offers a Fix It program, which allows the defendant to have a citation dismissed if an issue with their vehicle, registration or license is fixed. There is a \$50 dismissal fee owed for each fixed violation. This is reflected in the traffic violations dismissed statistic.



**City of Canby Bi-Monthly Report**  
**Department: Parks**  
**For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
 From: Jeff Snyder, Parks Maintenance Lead Worker  
 Prepared by: Same as above  
 Through: Amanda Zeiber, City Administrator  
 Date: 7/8/2020

**Two Month Deferred Maintenance Report**

**May and June**

City Park Properties	May June 2019	May June 2020	Deferred Maintenance Tasks
	<b>Snapshot of Actual Hours</b>		
Arneson Gardens	59	39.5	Decrease in landscaping
Baker Prairie Cemetery	22	25	Increase in landscaping
Community Park	187.5	201.5	Increase in cleaning
Disc Golf	5	22.5	Increase in trail maintenance, no volunteers
Eco Park	10.5	12	Increase in cleaning
Faist 5 - Undeveloped	3.5	6	Increase mowing, weed spraying
Legacy Park	110	146	Increase in cleaning
S. Locust Park	91.5	56.5	Decrease in landscaping
Forest Road Path	103.5	122	Increase in trail maintenance
Fish Eddy	15.5	14	Decrease in maintenance
Maple Park	147.5	197.5	Increased landscaping-splash pad management
19 <sup>th</sup> Loop	0	2.5	Increased mowing
Northwood Park	56.5	68.5	Increase in landscaping
Simnitt - Undeveloped	0	0	Service as needed
Skate Park	24	28	Increase in cleaning
Territorial CLC	0	0	Maintained by volunteers
Timber Park	56.5	76.5	Increased cleaning
Triangle Park	29	12.5	Reduced landscaping
Wait Park	159.5	116	Reduced landscaping/increased cleaning

Within the body of the May/June snapshot, the difference between the 2019 and 2020 cycles, there has been an increase of 65.5 hours dedicated towards all park maintenance.

Our priority for the *next reporting cycle* will be to start deferred maintenance tasks in the following order:  
 (1) Continue turf restoration (2) Adjust, repair water systems (3) Clean park assets to keep sites open

# Parks Maintenance

May – June 2020

## Park Renovations and Volunteers

Matthias Armstrong installed a Ga Ga Ball Pit at Community Park to earn his Eagle Scout rank.

2KG started construction mobilization on May the 11<sup>th</sup> for the development of the Maple St. Park Splash Pad. Expected substantial completion of the project should be the end of August.

Staff installed poles in Wait Park for the WIFI in the Parks project. Meetings were also held with DirectLink to plan the Installation of WIFI at Legacy and S. Locust St. Parks.

## Park Maintenance

Parks staff has been busy with daily cleaning of the restroom facilities to keep them open during the COVID-19 pandemic. Playground closed signage has been maintained at all the cities playgrounds.

Normal routine spring landscaping tasks have been keeping staff busy. Mowing, edging, weed spraying, shrub/tree trimming and bark dusting have been accomplished. All the irrigation systems are now

operational in anticipation of warmer weather. Life jacket vests were placed on the kiosk at Community Park to promote water safety. Valley Green performed a weed control application in the parks turf areas.

Light pole planters were cleaned out and planted with flowers for the summer on 2<sup>nd</sup>. Ave. and in the civic plaza. Shrubs were trimmed on 1<sup>st</sup>. and 2<sup>nd</sup>. Ave. to address vision clearance issues. Drip irrigation was

installed in three tree planters on 2<sup>nd</sup>. Ave. Hazard tree/ limb removal and storm debris cleanup has also been perform over the last two months. Trail/right-of-way maintenance and rough area mowing is still in progress at this point.

Canby Municipal Courts community service referrals were not utilized in the parks due to COVID-19.

The Parks Department spent 13 hrs. addressing graffiti and vandalism over the last two months.

Regular maintenance was not performed at the 34 areas the Parks Department is responsible for, the

Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, Beck Pond, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign

property, Hulbert's welcome sign property, Klohe Fountain, Knights Bridge right of way, Legacy Park,

South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park,

Nineteenth Loop Natural area, Northwood Estates Park, NW 1<sup>st</sup> Ave., NW 2<sup>nd</sup> Ave., Police Department

landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Timber Park, Territorial Estates

Future CLC Park, Transit Bus Stop, Triangle Park, Wait Park, Willow Creek Wetlands (19<sup>th</sup> Loop), WWTP

property and Zion Cemetery.

## Meetings attended

I met with Jon Champlin (Landscape Architect) and 2KG contractor to discuss the Maple St. Park splash pad design changes.

We all watched the No Harassment Training video and I held two employee evaluations.

## Zion Cemetery

At the cemetery storm debris removal, mowing, floral decoration cleanup, weed spraying, building maintenance issues and sexton duties were performed. Canby Municipal Courts community service

referrals were not utilized at the cemetery. **For May and June we received 0 hours of labor at the**

**cemetery from the court referrals. Due to the new social distancing practices, we were not able to utilize this labor force.**

## For your Information

Plases see attached park maintenance actual hours for the months of March and April 2020. Hours are based on number of employee's (each day) x 7.5hrs.

Parks Department

May 2020 Actual Hours

Total

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Adult Center				0.5		2.5					0.5	7.5		13.0													1.0	1.0			26.0	
Arneson Gardens				0.5	0.5			0.5			0.5		0.5		0.5			0.5	15.5	0.5	2.0	0.5				0.5		1.0	1.0			24.5
Baker Prairie Cem.					2.0									1.5				9.0		2.0												14.5
Beck Pond							1.5	2.5																				1.0				5.0
Community Park				3.0	6.5	5.0		2.0			2.0	7.5	0.5	4.5	8.0			2.0		11.5	3.0	4.0				10.5	10.0	2.0	3.0			85.0
CPIP Sign Property																																0.0
Disc Golf Course											4.0	4.0																				8.0
Eco Park				0.5		1.5					0.5											0.5				0.5			1.5			5.0
Faist V (5)							1.0													1.0								1.0				3.0
Holly-Territorial Sign																																0.0
Hulberts-sign prop.					1.0																								2.0		1.5	4.5
Klohe Fountain				0.5				4.0																								4.5
Knights Brdg.				1.5																									1.0			2.5
Legacy Park				3.5	7.0	10.5		0.5			3.5			3.0	0.5			0.5		3.0		1.5				10.5	6.5	4.5	2.5			57.5
S. Locust Park				0.5	4.0	2.0		8.0			1.0		0.5		0.5			0.5		0.5			1.5			2.0	4.0	3.0	2.5			30.5
Logging Rd. Path				0.5			1.0				0.5	3.5	2.5	5.5	6.5							9.0	2.5			3.0		0.5	3.5			38.5
Fish Eddy-Log Boom				0.5							3.5			1.0							0.5	0.5							0.5			6.5
Maple St. Park				3.0	3.0	4.0	3.0	1.0			1.5			3.0	5.5			1.5	2.0	0.5	19.5	1.5					4.0	11.0	16.0			80.0
19th Loop																																0.0
Northwood Park				0.5	3.0		12.5	0.5			0.5		0.5	3.0			0.5		2.5	2.0	0.5						4.5	1.0	0.5			32.0
Street Landscaping				1.0		0.5	5.0	6.5			19.5	15.0	30.5		0.5			6.0		0.5		0.5				0.5	1.5					87.5
Storm/Collect mow				0.5		2.5															0.5								2.5			6.0
Police Department				3.0																	3.0											6.0
Simnitt Property																																0.0
Skate Park				4.0				0.5			0.5				2.5			0.5		4.0		0.5						1.0	0.5			14.0
Shops/tools trucks												4.0	1.5									8.0						1.0				14.5
Swim Center				1.0							1.0																1.5	0.5				4.0
Territorial-CLC Prop.																																0.0
Timber Park				3.5	5.0			0.5			2.5		0.5		0.5			0.5		0.5		1.5				4.0	1.0	3.0	1.0			24.0
Transit Bus stop								0.5			0.5							8.5		0.5		1.0				2.0		0.5	0.5			14.0
Triangle Park				0.5	4.5									1.0														0.5				6.5
Wait Park				0.5		5.0	6.0	4.0			1.0		1.0	3.5				0.5		0.5		2.5				3.0	9.0	2.0	2.0			40.5
Veterans Memorial																		0.5	18.0	3.0												21.5
WWTP property																																0.0
Zion Cemetery				17.0	15.0	15.0	15.0	16.0			8.5	15.0	11.0	15.0	15.0			14.0	15.0	15.0	15.0	15.0				7.5	7.5	9.0	6.5			247.0
Administration	1.0			3.0	1.0	4.0	7.5	5.5			1.0		1.0	1.0	1.0					2.0	1.0	2.0	3.0			1.0	2.5	3.5			41.0	

Monthly Total 954.0



Parks Department	June 2020 Actual Hours																															Total		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Adult Center		1.0								0.5												0.5											2.0	
Arneson Gardens		2.5			0.5		1.0			0.5	0.5			0.5			2.5	0.5			1.5	2.0	0.5		2.0			0.5				15.0		
Baker Prairie Cem.	4.5			1.0												1.5										3.5							10.5	
Beck Pond					0.5					2.0														1.0										3.5
Community Park	1.0	3.5	8.0	1.0	27.5		6.0	7.0	6.5	5.0	8.5			4.0	0.5		1.5	6.0				5.5	8.0	11.5		3.0			1.5	1.0		116.5		
CPIP Sign Property																0.5														1.0			1.5	
Disc Golf Course														9.5								3.0			2.0									14.5
Eco Park				0.5				0.5		0.5	0.5						2.0	1.5	0.5					0.5	0.5								7.0	
Faist V (5)		2.0															1.0																	3.0
Holly-Territorial Sign		0.5																																0.5
Hulberts-sign property					1.0						2.0												1.0											4.0
Klohe Fountain																									1.0									1.0
Knights Brdg.																	1.0																	1.0
Legacy Park	4.0	5.0	0.5	2.0	1.0		1.5	8.0	24.5	17.5	0.5			1.5	0.5	2.0	0.5	6.0				3.0	4.0	1.0	2.5	1.0			1.0	1.0		88.5		
S. Locust Park	0.5	0.5	0.5	4.0	1.0		1.0	3.5	1.5	1.5	0.5				0.5			0.5				2.5	2.5	1.0	0.5	1.0			2.5	0.5		26.0		
Logging Rd. Path		0.5		1.0			1.0			1.0	0.5				4.5	11.5	19.0	7.5				4.5	10.0	1.5	10.5	8.0			2.5			83.5		
Fish Eddy-Log Boom																										1.0				2.5	4.0		7.5	
Maple St. Park	11.0	10.0	23.5	20.5	4.5		1.0	5.0	2.0	0.5	1.5			1.0	1.0	5.0	9.0	5.0				4.0	1.5	4.5	6.0	1.0						117.5		
19th Loop	2.0				0.5																												2.5	
Northwood Park		0.5	4.0	1.5	1.5		0.5	0.5		3.5	8.0			1.0		0.5		0.5				0.5	2.0	3.0	3.0	0.5			0.5	5.0		36.5		
Street Landscaping		1.5		6.0			1.5				0.5			0.5	11.0	3.0		3.5				5.0			9.0	6.0			5.0	19.0		71.5		
Storm/Collect mow	10.0															0.5	1.0																11.5	
Police Department	2.5	1.0		1.0			7.5	6.0	3.0	0.5	8.5													1.5	2.0	1.0							35.5	
Simnitt Property																																		0.0
Skate Park		0.5		0.5	0.5		0.5	0.5			0.5			0.5		1.5		0.5						3.0	2.0	3.0			0.5				14.0	
Shops/ tools-trucks		1.0			2.0			0.5	2.0	1.0	1.0			3.0	3.0							1.0		5.0									19.5	
Swim Center		2.5								1.0														2.0								2.0		7.5
Territorial-CLC Prop.																																		0.0
Timber Park	0.5	3.5	0.5	1.0	1.0		1.0	6.5	0.5	2.5	0.5			5.5	15.0	0.5	0.5	0.5				1.5	3.0	1.0	1.5	1.0			4.0	1.0		52.5		
Transit Bus stop	0.5	2.5	0.5	1.0	1.0		1.0	0.5	0.5		0.5			0.5		0.5	0.5	0.5				0.5	1.0	0.5	0.5	1.5			1.0			15.0		
Triangle Park		1.0			0.5												1.0						0.5	1.0	1.0				1.0				6.0	
Wait Park	0.5	2.0	4.0	2.0	2.0		17.0	6.5	1.5	0.5	1.0			3.0	1.0	3.5	0.5	10.0				3.0	5.0	3.0	1.5	3.0			1.0	4.0		75.5		
Veterans Memorial																		1.5					1.5							9.5	0.5		13.0	
WWTP property																																		0.0
Zion Cemetery	8.0	7.5	7.5	7.5	7.5		7.5	7.5	7.5	8.0	13.5			16.5	13.5	15.0	15.0	7.5				7.5	5.0	7.5	7.5	4.0			10.0	8.0		199.0		
Administration		3.5	3.5	1.0						1.0	6.5	3.5			2.0	0.5	2.0	1.0	1.0				0.5	2.0	2.0	1.5	1.5						33.0	

1095.5 Monthly Total



**City of Canby Bi-Monthly Report**  
**Department: Development Services**  
**For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
From: Sandy Freund, Planning Director  
Prepared by: Laney Fouse, Office Specialist II  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/8/2020

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The following report provides a summary of the Planning and Development Services activities for the months of May and June, 2020. Please feel free to call departmental staff if you have questions or desire additional information about any of the listed projects or activities. This report includes planning activities, a listing of land use applications and development site plan review coordination projects for building permits.

**Development Services Activities:**

- 1. DLCD Continues to Implement New State Housing Mandates.** New State requirements are headed our way with the first requirements to be in effect starting in 2022 as a result of the passage of House Bills 2001 and 2003 which will require the effective elimination of the single-family zone by allowing duplexes wherever single-family homes are permitted, and new housing reporting requirements and standards that will require cities – including Canby - to create a Housing Production Strategy which will be monitored with actual production goals to be enforced by DLCD, and adoption of a Housing Needs Analysis addressing specific land and associated zoning to address all identified housing type deficiencies with associated actionable solutions. The plan is to pursue formal Council adoption of the previously prepared and reviewed Housing Needs Analysis with the inclusion of necessary actionable items this coming fall/winter timeframe.
- 2. Splash Park.** The preferred and final design/layout has been decided on for the upcoming splash pad at Maple Park. The project scope was expanded to include sidewalks, benches, and a gazebo. The components included in the splash pad represent the feedback provided by the community. The design theme reflects Canby's status as the "Garden Spot." Construction has been delayed due to the COVID-19 health crisis.
- 3. DLCD Technical Assistance Grant Application.** Planning Director, Sandy Freund solicited responses from consultants with previous experience in preparing an Economic Opportunities Analysis (EOA) for Canby. A consultant was chosen in coordination with DLCD in April. The consultant and staff have begun the process of the Tasks as outlined in the grant project and are working towards the formation of a Project Advisory Committee, as well as creating an in-depth scope of work for the EOA. The analysis will assist in developing a cohesive strategy for continued economic growth of our community through a focused identification of local barriers and challenges to growth, as well as market trends. The EOA document will also provide targeted information for staff in order to identify policies to bring forward to Council for discussion for an update to the Economic Element of the City of Canby Comprehensive Plan, as well as meeting the requirements of Statewide Planning Goal 9.
- 4. Project Proposal for Federal CDBG Funds.** Planning staff, with assistance from public works and our consulting City Engineering staff prepared and submitted for a competitive Community Development Block Grant application proposal in December to access federal grant funding coordinated and awarded by Clackamas County's Community Development Division that is primarily to benefit low and moderate income people. The City's project proposal involves either new construction and/or retrofit reconstruction of inventoried American with Disabilities Act corner street intersection sidewalk ramps that are required to meet new ADA technical design and slope standards. Funding will enable the construction of 32 new sidewalk ramps – 25 ramps inside the designated Low to Moderate Income mapped area, and 7 ramps just outside this designated area in Canby. Funding has been requested for the 2020 – 2021 program year.
- 5. PSU Population Forecast Survey.** Every 4-years PSU is charged by State legislation to provide State-wide population forecasts by Region on a rotating basis. These include both a 25 and 50-year forecast and they rely on survey input

from all local jurisdictions to provide information on all current and known planned development, knowledge about the demographics of the population, any observations about housing in the community, future employers locating to the community, indication of the capacity of the communities infrastructure to accommodate growth, and any promotions or hindrances to new population growth, and any plans for UGB expansion. Staff attended a Region 3 Small Cities in Clackamas Population Forecast Webinar. Reviewing generated forecasts from the models used are expected next.

**6. Miscellaneous Items of Interest:**

- We welcomed Brianna Addotta, as our additional Associate Planner to help us meet our demanding workload.

Panning Staff continues to see a high volume of Site Plan and land use applications during the last two months, especially for new homes being built in Canby.

- The City’s newest subdivision is Ivy Ridge Estates located in SW Canby. The site is bordered on the east by S Fir St, to the west by S Ivy St and to the south from NE 18<sup>th</sup> Ave to the top of the bank of the Molalla River. A model home is currently being built by Ed Netter Construction.

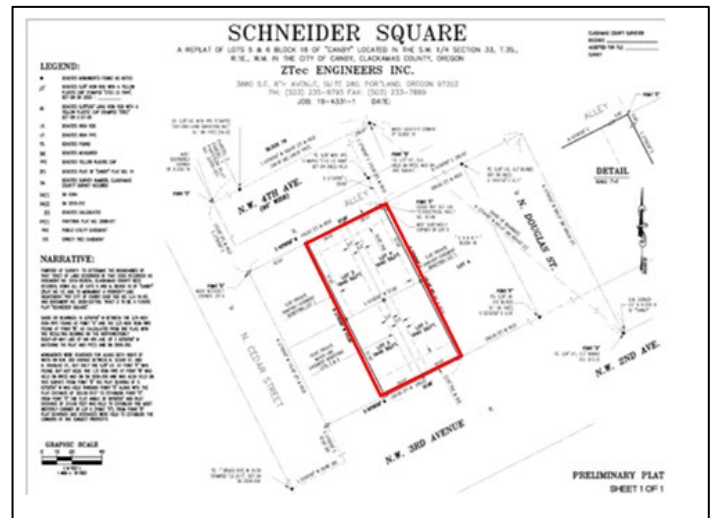


- Our staff continues to operate within the parameters of the COVID-19 crisis which has brought about a new normal with processing Site Plan and Land Use applications via telecommuting through phone, Email and meeting virtually using Zoom, thus helping stop the spread of the virus.

**LAND USE APPLICATION ACTIVITY**

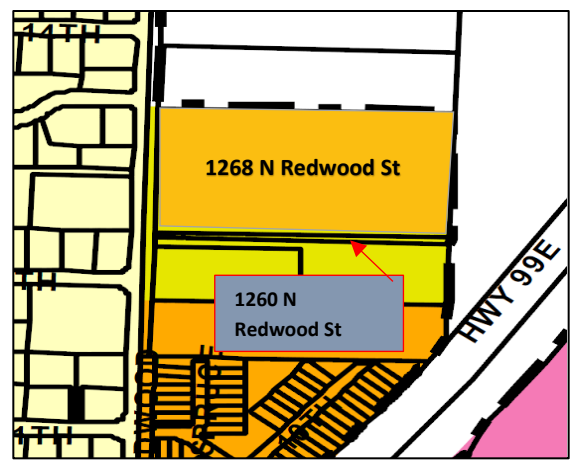
**7. Pre-Application Conference(s) Submitted May 1 – June 30, 2020:**

- PRA 20-02 Schneider Square – This pre-application is for a 4-lot subdivision consisting of 4 townhomes on individual lots. The site has street frontage on N.W. 3rd Ave. This application requests approval of a subdivision to divide the property into four parcels. The preliminary plan is construct two structures consisting of two townhomes each with 70% or less impervious surfaces. The construction plans will be designed to be two-stories in height.



**Land Use Applications Submitted May 1 – June 30, 2020:**

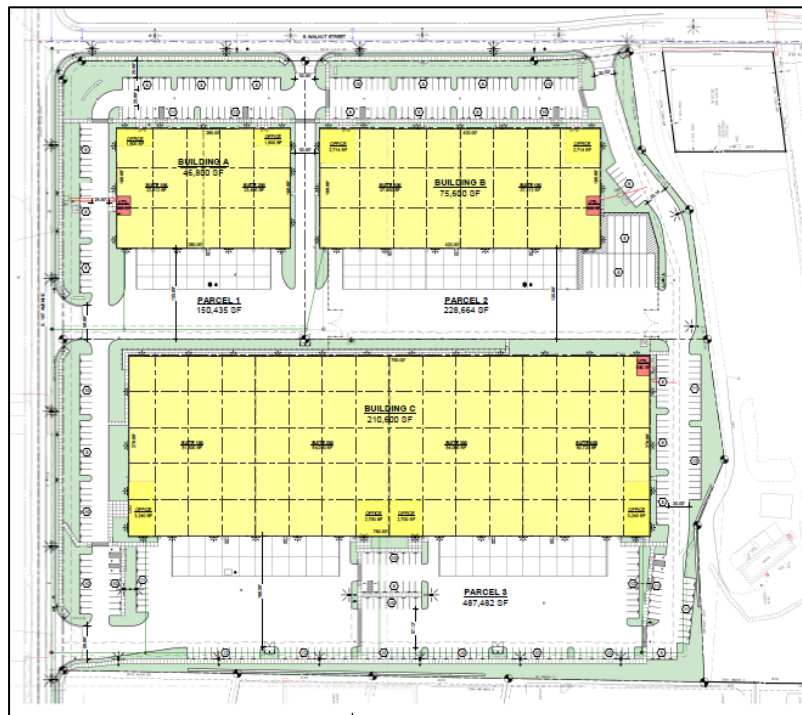
- ANN/ZC/SUB 20-01 Redwood Landing Phase II 1260 N Redwood St – The annexation and zone change portions of the application consists of 10,878 square feet comprised of a 16.5-foot wide strip of land that provides access from N. Redwood Street, and includes the portion of the N. Redwood Street right-of-way, from centerline to the easterly right-of-way line, fronting the subject property. Following the annexation and zone change there is a 29-lot subdivision planned as the second phase of Redwood Landing.



- DR/CUP/PUD 20-01 Hope Village, So of 1535 S Ivy St – Plans to expand the SW Campus will include a mix of low rise units as duplexes and mid-rise buildings (3 stories) that have higher massing and larger numbers of units, making use of elevators to provide access to units on the upper floors. This will be a new style of housing for Hope Village.



- DR 20-02 – Baker Center, SE 1<sup>st</sup> Ave & S Walnut – This industrial site is for the proposed construction of three speculative buildings designed to accommodate a combination of warehouse and light manufacturing tenants. The development will include a partition that will create three separate parcels.



**8. Pre-Construction Conference(s), including separate Plan Review meetings Held May 1 – June 30, 2020:**

- June 11, 2020 – Dodds 82-lot Subdivision
- June 17, 2020 -- Bergmann Square – 4-lot Subdivision
- June 23, 2020 --17<sup>th</sup> Ave Subdivision (Canby 2) – 9-lot Subdivision
- Caruso Produce – June 29, 2020 – Proposed construction of a 95,037 sf building & associated site work.
- Stanton Furniture – June 29, 2020 – Proposed construction of a 150,350 SF building & associated site work
- Tofte Farms – June 30, 2020 – 16-lot Subdivision

**9. PC Agenda Items Reviewed May 1 – June 30, 2020:**

- To consider a Remand from the City Council of APP 20-01(DR 19-02) by Caruso Produce, appealing language of two conditions of approval in the Final Findings of DR 19-02 but not the Commission’s final approval of the project.
- To consider the 17th Avenue Subdivision (SUB 20-01) consisting of 9 lots at 1629 N Redwood St.

**10. Site Plans Submitted for Zoning Conformance and Authorization for Release of County Building Permits May 1 – June 30, 2020:**

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 20-121	Ed Netter Construction	SFR	1866 S Fir Loop, Ivy Ridge Estates, Lot 29
SP 20-120	Ed Netter Construction	SFR	303 SW 18th Ave, Ivy Ridge Estates, Lot 6 (Model Home)
SP 20-119	NW Contracting, LLC	Garage Renovation to master suite & bathroom.	1195 N Lupine St
SP 20-118	OCI Reimers	Roof Access	138 S Hazel Dell Way, Suite 101
SP 20-117	Stafford Homes	SFR	1707 N River Alder St, Redwood Landing Lot 7
SP 20-116	Stafford Homes	SFR	1705 N River Alder St, Redwood Landing Lot 6
SP 20-115	Stafford Homes	SFR	1701 N River Alder St, Redwood Landing Lot 5
SP 20-114	Clackamas Co Fairgrounds	Drive in theatre screen	694 NE 4th Ave
SP 20-113	Lennar NW, Inc.	SFR	1723 S Fir St, Beck Pond Lot 41
SP 20-112	Locke Buildings	Accessory pole building	165 SE 10th Ave
CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 20-111	Academy Mortgage	Change of Use	209 SE 1st Ave

SP 20-110	VLMK	Construct a 160,134 sf building and associated site work	23849 S Mulino Rd
SP 20-109	Danny Sprague	Seven Acres Grading	3500 N Maple St
SP 20-108	Lennar NW, Inc.	SFR	432 SE 16th Avenue, Beck Pond, Lot 4
SP 20-107	Richmond American Homes	SFR	1542 N Sweetgum St, Redwood Landing, Lot 48
SP 20-106	Richmond American Homes	SFR	1631 N Sycamore St, Redwood Landing, Lot 40
SP 20-105	Ed Netter Construction	SFR	1920 S Fir Loop, Ivy Ridge Estates, Lot 25
SP 20-104	Lennar NW, Inc.	SFR	438 SW 5th Ave, Beck Pond Lot 5
SP 20-103	Ed Netter Construction	SFR	1402 S Fir Loop, Ivy Ridge Est Lot 27
SP 20-102	Richmond American Homes	SFR	1611 NE 15th Ave, Redwood Landing Lot 72
SP 20-101	Steve Gibson Construction	TI - Oliver Ins office	101 N Ivy St
SP 20-100	Dale Borgaes	Accessory Structures	1450 N Birch St
SP 20-99	Tony Smith Construction	Accessory Structures	318 NE 9th Ave, Canby Acres
SP 20-98	Nick Netter Construction	SFR	2086 SE 12th Ave, Faist 8, Lot 48
SP 20-97	Charlie Clark	New covered rear patio	1487 SE 9th Ave, S Redwood Estates
SP 20-96	Caruso Produce/VLMK	Mass Grading	2100 SE 4th Ave, CPIP
SP 20-95	Lennar NW, Inc.	SFR	442 SW 16th Avenue, Beck Pond Lot 6
SP 20-94	Lennar NW, Inc.	SFR	448 SW 16th Avenue, Beck Pond Lot 7
SP 20-93	Lennar NW, Inc.	SFR	452 SW 16th Avenue, Beck Pond Lot 8
SP 20-92	Lennar NW, Inc.	SFR	454 SW 16th Avenue, Beck Pond Lot 9
SP 20-91	Richmond American Homes	SFR	1525 N River Alder St, Redwood Landing, Lot 64
SP 20-90	Lennar NW, Inc.	SFR	1764 S Evergreen, Beck Pond, Lot 64
SP 20-89	Holt Homes	SFR	2291 SE 11th Avenue, Timber Park, Lot 48
SP 20-88	Holt Homes	SFR	2260 SE 11th Place, Timber Park, Lot 31
<b>CITY FILE #</b>	<b>APPLICANT</b>	<b>PROJECT</b>	<b>ADDRESS</b>
SP 20-87	Richmond American Homes	SFR	1693 NE 15th Avenue, Redwood Landing, Lot 77
SP 20-86	Richmond American Homes	SFR	1585 NE 15th Avenue, Redwood Landing, Lot 70
SP 20-85	Curran-McLeod (City of Canby)	WWTP, Scum Receiving Station	1480 NE Territorial Road

SP 20-84	Curran-McLeod (City of Canby)	WWTP, Primary Clarifier	1480 NE Territorial Road
SP 20-83	Curran-McLeod (City of Canby)	WWTP, Collection Station	1480 NE Territorial Road
SP 20-82	Lennar NW, Inc.	SFR	1749 S Evergreen St, Beck Pond, Lot 57
SP 20-81	Lennar NW, Inc.	SFR	1714 S Evergreen St, Beck Pond, Lot 61
SP 20-80	Holt Homes	SFR	1232 S Willow St, Timber Park, Lot 29
SP 20-79	Stafford Development Co	Dodds Subdivision Grading	1882 N Holly Street
SP 20-78	B & K Development	SFR	1030 N Hawthorne Street
SP 20-77	Charles Clark Construction	SFR	902 N Locust St, Canby Gardens, Lot 25
SP 20-76	ICON Construction	SFR	1516 N Sycamore St, Redwood Landing, Lot 82
SP 20-75	ICON Construction	SFR	1510 N Sycamore St, Redwood Landing, Lot 81
SP 20-74	ICON Construction	SFR	1502 N Sycamore St, Redwood Landing, Lot 80
SP 20-73	ICON Construction	SFR	1703 N River Alder St, Redwood Landing, Lot 22
SP 20-72	Lennar NW, Inc.	SFR	475 SW 16th Ave, Beck Pond, Lot 32
SP 20-71	Lennar NW, Inc.	SFR	472 SW 16th Ave, Beck Pond, Lot 12
SP 20-70	Lennar NW, Inc.	SFR	468 SW 16th Ave, Beck Pond, Lot 11
SP 20-69	Lennar NW, Inc.	SFR	463 SW 16th Ave, Beck Pond, Lot 34
SP 20-68	Lennar NW, Inc.	SFR	467 SW 16th Ave, Beck Pond, Lot 33
SP 20-67	Lennar NW, Inc.	SFR	466 SW 16th Ave, Beck Pond, Lot 10

**11. Signs Submitted for Plan Review May 1 – June 30, 2020:**

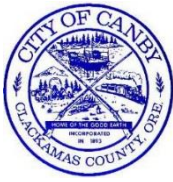
CITY FILE #	APPLICANT	PROJECT	ADDRESS
SN 20-05	Salem Signs	Verizon Wall Sign	1109 SW 1st Ave Suite G
SN 20-04	Randy Rasmussen	Columbia Distributing Wall Sign	2525 SE 1st Ave

<b>SN 20-03</b>	Ramsey Signs	Safeway Wall Sign	1051 SW 1st Ave
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**12. City of Canby Signoff for Active Permit Finals for Occupancy by Clackamas County, May 1 – June 30, 2020:**

<b>DATE FINALLED</b>	<b>APPLICANT</b>	<b>PROJECT</b>	<b>ADDRESS</b>
<b>5/4/2020</b>	ED NETTER CONSTRUCTION INC	SFR	1947 SE 11TH PL, FAIST 8, LOT 4
<b>5/5/2020</b>	HERITAGE HOMES OF MOLALLA OREGON INC	SFR	2255 SE 11TH PL, TIMBER PARK - LOT 24
<b>5/7/2020</b>	LENNAR HOMES NW	SFR	1697 S FIG ST, BECK PPOND, LOT 35
<b>5/18/2020</b>	HERITAGE HOMES OF MOLALLA OREGON INC	SFR	2176 SE 12TH AVE, TIMBER PARK, LOT 14
<b>5/18/2020</b>	STAFFORD HOMES & LAND LLC	SFR	1646 NE 17TH AVE, REDWOOD LANDING, LOT 12
<b>5/20/2020</b>	RAY KAHUT	SFR	790 NW 11TH AVE, NORTHWOOD ESTATES, LOT 88
<b>5/27/2020</b>	HERITAGE HOMES OF MOLALLA OREGON INC	SFR	2132 SE 12TH AVE, TIMBER PARK, LOT 16
<b>5/27/2020</b>	TIETON CONSTRUCTION	SFR	1502 NE 17TH AVE, REDWOOD LANDING, LOT 1
<b>5/27/2020</b>	ED NETTER CONSTRUCTION INC	SFR	2084 SE 11TH PL, FAIST 8, LOT 54
<b>5/28/2020</b>	TIETON CONSTRUCTION	SFR	1568 NE 17TH AVE, REDWOOD LANDING, LOT 4
<b>5/28/2020</b>	HERITAGE HOMES OF MOLALLA OREGON INC	SFR	2264 SE 12TH AVE, TIMBER PARK, LOT 9
<b>6/17/2020</b>	STAFFORD HOMES & LAND	SFR	1582 NE 17TH AVE, REDWOOD LANDING, LOT 9





City of Canby Bi-Monthly Report Department: Police  
May / June 2020

To: The Honorable Mayor Hodson and City Council  
 From: Chief Bret Smith  
 Through: Amanda Zeiber, Interim City Administrator  
 Date: June 7, 2020

	May	June
Calls for Service Dispatched 911 and non-emergency calls	742	850
<b>Property Crimes Reported</b>		
Burglary	2	2
Unauthorized Use of Motor Vehicle / Unlawful entry of Motor Vehicle	1	5
Fraud	0	1
Robbery	0	0
Theft I, II, & III	13	25
Forgery	3	2
Trespass	2	4
Vandalism (Criminal Mischief)	5	6
<b>Person Crimes Reported</b>		
Assault I, II, IV	1	2
Carrying Concealed Weapons (knife, blade, etc.)	0	0
Disorderly Conduct (includes resisting arrest)	0	0
Endangering Welfare of a Minor/Recklessly endangering	1	0
Felon in possession of firearm/restricted weapon	0	0
Harassment, Intimidation or Threats	4	3
Identity Theft	4	3
Interfering with Peace Officer	1	0
Menacing	1	1
Sex Offenses	0	0
Strangulation	1	1
<b>Arrests</b>		
Warrant Arrests (and contempt of court, restraining order, parole violations)	6	11
Adult and Juvenile Custodies (includes juvenile curfew)	28	33
<b>Drug Crimes</b>		
Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	15	7
Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	0	1
Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	0	0
<b>Traffic Crimes, Accidents, Citations</b>		
Attempt to Elude	1	0
Driving Under the Influence of Intoxicants	14	6
Other Traffic Crimes (hit & run, driving while suspended, etc.)	10	6
Traffic Accidents	9	14
Traffic Citations	172	254

Crimes combine misdemeanor and felony offenses, reported to State of Oregon for inclusion in the annual national FBI crime report.





**City of Canby Bi-Monthly Report**  
**Department: Public Works**  
**For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
 From: Jerry Nelzen, Operations Supervisor  
 Prepared by: Same as above  
 Through: Amanda Zeiber, Interim City Administrator  
 Date: 7/1/2020

**Facilities**

Facility Maintenance Department had Public Works' HVAC system repaired after the pump failed..



Verizon 10:51 AM  
 canbypublicworks.officeclimatecontrol.net

<b>Zone 1</b> Jerry's Office	Cool Setting 72°	<b>72°</b>
<b>Zone 2</b> CUB Water	Heat Setting 68°	<b>68°</b>
<b>Zone 3</b> Lunch Room	Cool Setting 72°	<b>72°</b>
<b>Zone 4</b> Front Office's	Cool Setting 72°	<b>70°</b>
<b>Zone 5</b> Entry, Secretary	Cool Setting 72°	<b>72°</b>
<b>Zone 6</b> Conference	Heat Setting 68°	<b>69°</b>

Facilities	Total Hours
May	155
June	208

Streets Department

Public Works Department received all the components for the new signal for Hazeldell Way & Sequoia Parkway.



May Streets	Total Hours
Street Sweeping	110
Street Maintenance	144
Sidewalks	215
Driveway Approach & Sidewalk Inspections	7
Street Sign Maintenance	5
Street Sign Installation	3
Vactor Usage	4
Mini Trackhoe	29

June Streets	Total Hours
Street Sweeping	96
Street Sweeper Maintenance	1
Street Maintenance	278
Sidewalks	41
Street Sign Manufacturing	1
Street Sign Maintenance	10
Street Sign Installation	4
Vactor Usage	19

## Sewer Collections

New site for S Ivy Street’s sewer lift station, should be operational by Fall.



Sewer/Collections crew replaced pump at NW 3<sup>rd</sup> & N Baker sewer lift station.



May Sewer	Total Hours
Sewer Cleaning	8
Sewer TV'ing	9
Sewer Maintenance/Repair	5
Sewer Laterals	18.5
Locating Utilities	43
Sewer Inspections	1
Lift Station Maintenance	14

June Sewer	Total Hours
Sewer TV	12
Sewer Laterals/Maintenance	119
Sewer Cleaning	11
Lift Station Maintenance	48
Locating Utilities	77
Sewer Inspections	2
Vactor Usage	2

## Storm Water

The crew working with full PPE during the Covid-19 pandemic.



May Stormwater	Total Hours
Catch Basins Maintenance/Repair	4
Erosion Control	1
Drywell Maintenance	3

June Stormwater	Total Hours
Catch Basins Maintenance/Repair	4
Storm line Maintenance/Repair	12
Drywell Maintenance	3
Erosion Control	3
Storm line Inspections	3



**City of Canby Bi-Monthly Report**  
**Department: Public Works**  
**For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
 From: Jerry Nelzen, Operations Supervisor  
 Prepared by: Same as above  
 Through: Amanda Zeiber, Interim City Administrator  
 Date: 7/1/2020

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Sewer Inspections	1
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Erosion Control	1
Drywell Maintenance	3

<b>June Stormwater</b>	<b>Total Hours</b>
Catch Basins Maintenance/Repair	4
Storm line Maintenance/Repair	12
Drywell Maintenance	3
Erosion Control	3
Storm line Inspections	3



**City of Canby Bi-Monthly Report  
Department: Canby Swim Center  
Year End 2019-2020**

To: The Honorable Mayor Hodson & City Council  
From: Eric Laitnen, Aquatic Program Manager  
Prepared by: Same as above  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/7/2020

To say FY19-20 has been one to remember would be an understatement. The Swim Center hummed along for eight months, posting strong numbers in Public Lessons and reaching Knight, Eccles and 91 second-graders through the School Lesson program. Meanwhile, the Canby Gators hosted several successful meets and qualified multiple swimmers for state and regional championships, all of which would later be cancelled. Not to be outdone, the Canby High School swim teams qualified boys and girl's relays along with two individual girls for the OSAA High School State Championship. The Girls 200 Medley Relay went on to break the team record and all swimmers posted personal bests.

Then came March.... Since closing on March XX we have seized the opportunity to recoat the ceiling, beams and air ducts, to rebuild the sand filters and to address other maintenance items that will allow us to bypass our usual Fall Closure. Similarly, we have moved ahead with the onboarding process for a nationally recognized Starfish Swim Institute swimming lesson program. We have worked closely with bodies such as the American Red Cross, USA Swimming, the Oregon Health Authority and Clackamas County to develop protocols that protect the health and safety of patrons and staff. Moreover, we continue to collaborate with our regional aquatic partners, some of which are already open, to iron out best practices and flatten the learning curve.

We may only speculate when we will be allowed to reopen to the public. We do know, however, that despite the many changes our commitment to the community's health and safety remains unwavering just as it has for 50 years. When we finally receive the green light the Canby Swim Center will be prepared.



**City of Canby Bi-Monthly Report**  
**Department: Transit**  
**For Months of: March & April 2020**

To: The Honorable Mayor Hodson & City Council  
From: Todd M. Wood, Transit Director  
Prepared by: Same as above  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/6/2020

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1) Grant Funding and Contracts:

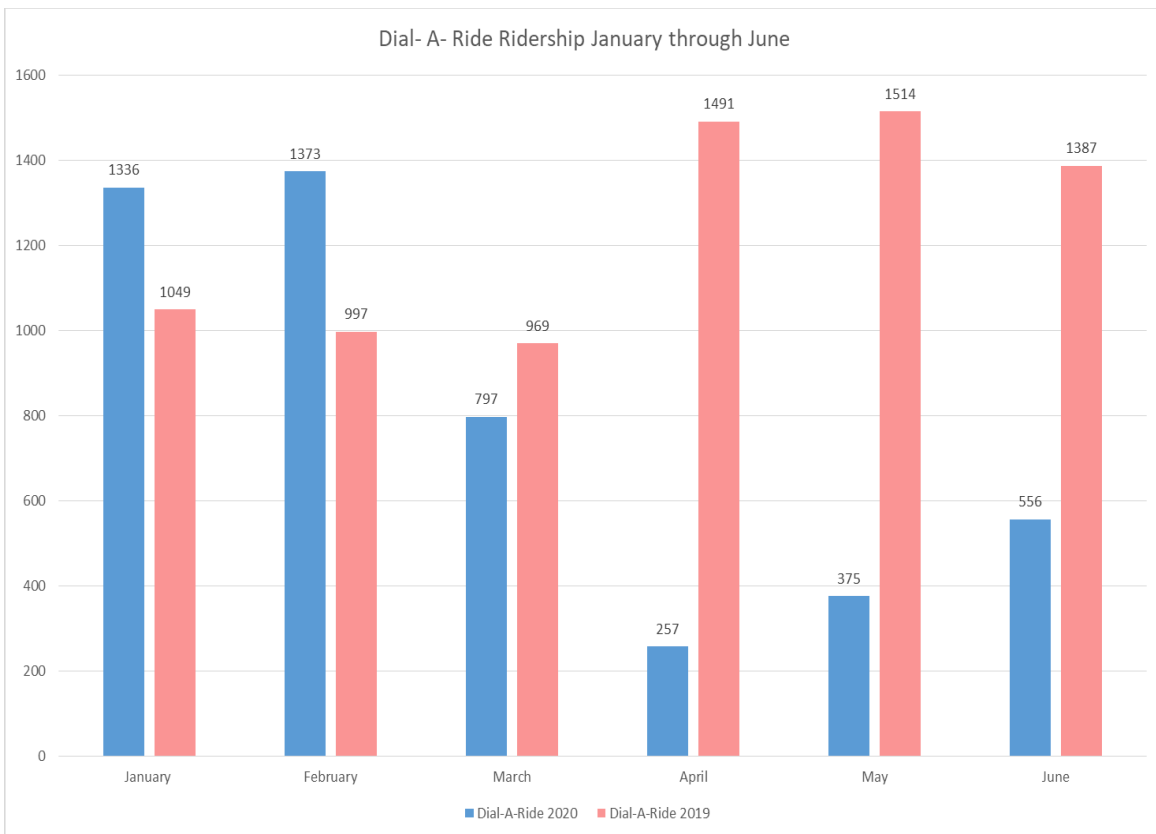
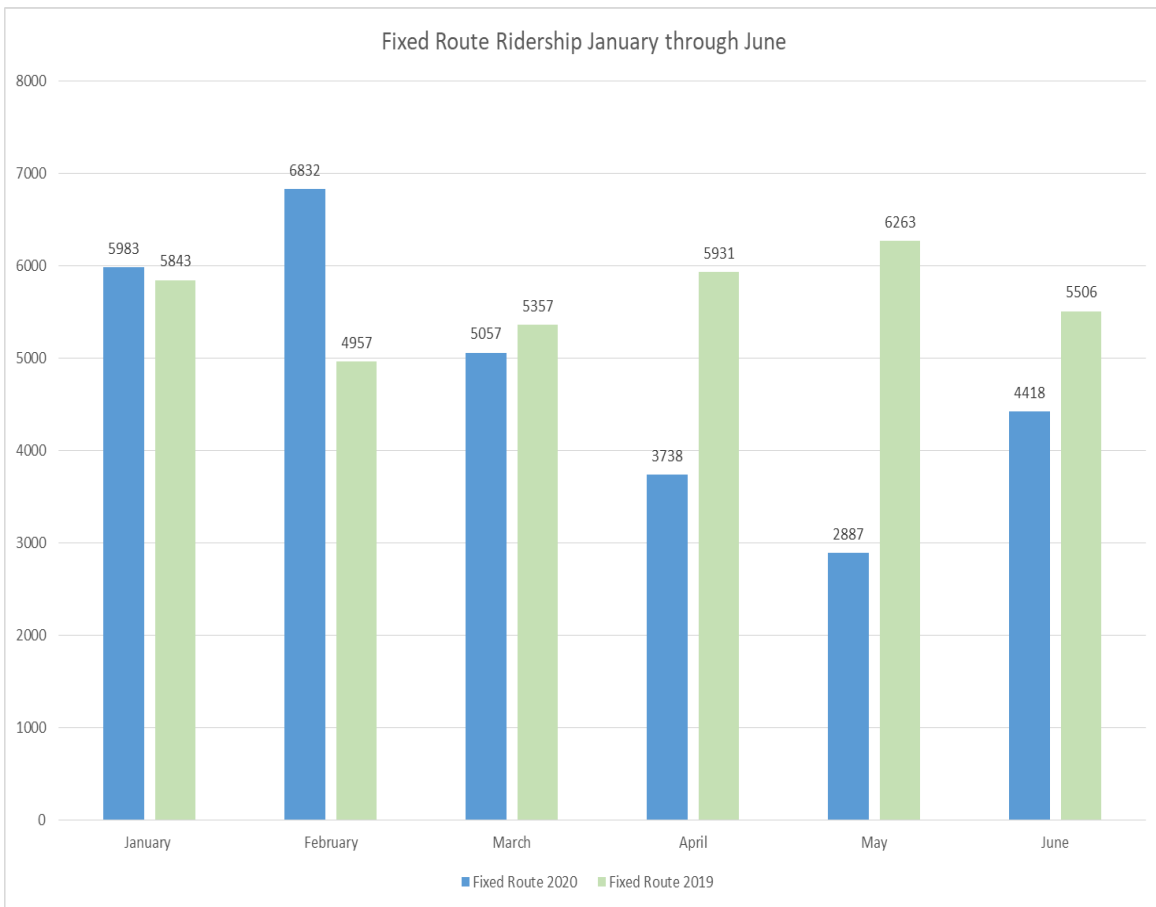
- a) On April 20, 2020 an application for Federal Transit 5311 CARES funds was submitted to ODOT in the amount of \$280,663. CAT received the full amount of the CARES fund and will continue to draw on it to offset COVID related expenses as well as shore up losses in revenue.
- b) The 5339 Grant for 10 bus stop improvements on 99x has been received and signed. The main project will begin in FY 2022 with some possible improvements beginning in 2021. CAT is coordinating with ODOT to install six of the stops at during the 99e improvement project. CAT will be installing the bus stops at Territorial and Redwood outside of the ODOT project.
- c) Monthly Elderly and Disabled Transportation reports were submitted to TriMet.
- d) The TriMet Quarterly STF Reports were submitted electronically to TriMet.
- e) The TriMet Quarterly STIF Reports were submitted electronically in OPTIS.
- f) The ODOT Quarterly Report and Reimbursement was submitted in OPTIS.
- g) Charter service reports were submitted to ODOT.

2) Ridership:

CAT has continued to operate as normal during the COVID pandemic providing critical trips for those who have no other transportation options. Additionally, Fixed route has continued to carry critical workers to places of employment including hospitals, nursing homes, grocery stores etc.

Due to the fact that many businesses closed and most have been social distancing ridership has taken a steep decline. Fixed route has seen a drop of more than 40% while Dial-A-Ride services saw a drop of nearly 80%.

Some ridership has returned and will continue to do so, however, the system will continue to see ridership well below normal for quite some time.



3) COVID-19 Responses: Due to COVID-19 the following changes have been made:

- a) The rider of the month program is suspended.
- b) All fares are suspended until further notice. All rides are free.
- c) All buses have been reduced in capacity to meet COVID social distancing guidelines.
- d) All buses are being cleaned and disinfected on a daily basis by drivers.
- e) Barriers have been installed to protect drivers.
- f) All drivers have been provided with and instructed on PPE use while operating their vehicle.
- g) All passengers are required to wear masks. Masks are being provided as needed.

4) Other Updates:

- a) The transit advisory is set to meet August 2020 to discuss grant applications, and funding impacts for the next biennium and planning for current and future projects based on the available funding.
- b) Senate bill 1601 is currently in process which, if passed, will result in the combining of the State transportation fund grant, which is currently used for elder and disabled transportation, with STIF (HB 2017). The impacts on this combination are yet unknown.
- c) Senate bill 1601, if passed, will provide for additional flexibility in STIF to allow transit agencies to use the money to help keep existing services intact. Prior STIF language prevented funding existing services.
- d) A Request for Quotes for four buses has been submitted. These buses will replace aging buses as well as prepare for a hopeful new service in the future. The buses are being paid for by STIF funding and a 5310 Grant with a small match component.
- e) Transit will be seeking to replace the soon to be retiring Transit Coordinator Nancy Muller who has served the city for over 14 years.



**City of Canby Bi-Monthly Report**  
**Department: Tech Services**  
**For Months of: May & June 2020**

To: The Honorable Mayor Hodson & City Council  
From: Amanda Zeiber, Interim City Administrator/ HR Director  
Prepared by: Bryce Frazell, WebsThatWork  
Through: Amanda Zeiber, Interim City Administrator  
Date: 7/7/2020

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## Google Analytics Summary Report: May and June 2020

### **Open Business Days**

#### **May**

The City is currently open for business, despite being closed to the public. Staff members can be reached by phone or email during the public closure.

#### **June**

The City is currently open for business, despite being closed to the public. Staff members can be reached by phone or email during the public closure.

### **Audience Overview**

#### **May**

Page Views	14,201
Sessions (site visits)	6,867
Users	4,251
New Users	3,692
Pages per Session	2.07
Number of Sessions per User	1.62
Average Session Duration	1 min 31 sec
Bounce Rate (% of single-page visits)	60.97%

#### **June**

Page Views	14,306
Sessions (site visits)	6,797
Users	4,176
New Users	3,587
Pages per Session	2.1
Number of Sessions per User	1.63
Average Session Duration	1 min 28 sec
Bounce Rate (% of single-page visits)	60.36%

*Slight increase in site visits for May as compared to April. Similar results in June.*

### **New Vs. Returning Visitors**

#### **May**

New	72.36%
Returning	27.64%

#### **June**

New	71.48%
Returning	28.52%

### **Browser & Operating System**

#### **May - Top 5 Browsers**

Google Chrome  
Safari  
Microsoft Edge  
Mozilla Firefox  
Internet Explorer

#### **June - Top 5 Browsers**

Google Chrome  
Safari  
Microsoft Edge  
Mozilla Firefox  
Internet Explorer

*Microsoft Edge is again in the top 3 browser rankings - first time since Feb 2015*

### **Overview (Technology)**

#### **May**

Desktop	54.35%
Mobile	41.65%
Tablet	4.00%

#### **June**

Desktop	54.82%
Mobile	41.97%
Tablet	3.21%

*Similar results as compared to March/April 2020 report*

### **Mobile Devices (top 3)**

#### **May**

Apple iPhone  
Apple iPad  
Samsung Galaxy S9

#### **June**

Apple iPhone  
Apple iPad  
Samsung Galaxy S10

*iPhone & iPad continue to dominate mobile devices - Samsung Galaxy S10 now appearing*

### **Landing Pages (top 5)**

#### **May**

Home Page (Index)  
Job Openings  
Transit Home Page  
Swim Center Home Page  
Transit Routes

#### **June**

Home Page (Index)  
Transit Home Page  
Job Openings  
Swim Center Home Page  
Transit Routes

*Top 5 Landing Pages remain pretty consistent*

## KEY

**Sessions** (total number of sessions to your site)

**Users** (total number of unique users to your site – unduplicated visits)

**Pageviews** (total number of pages viewed on your site – repeated views of a single page are counted)

**Pages per Session** (average number of pages viewed per session - repeated views of a single page are counted)

**Average Session Duration** (average session length of all users)

**Bounce Rate** (percent of single-page sessions – visits in which a person left your site from the entrance page)

**New Sessions/Users** (percent of total users who came your site for the first time)

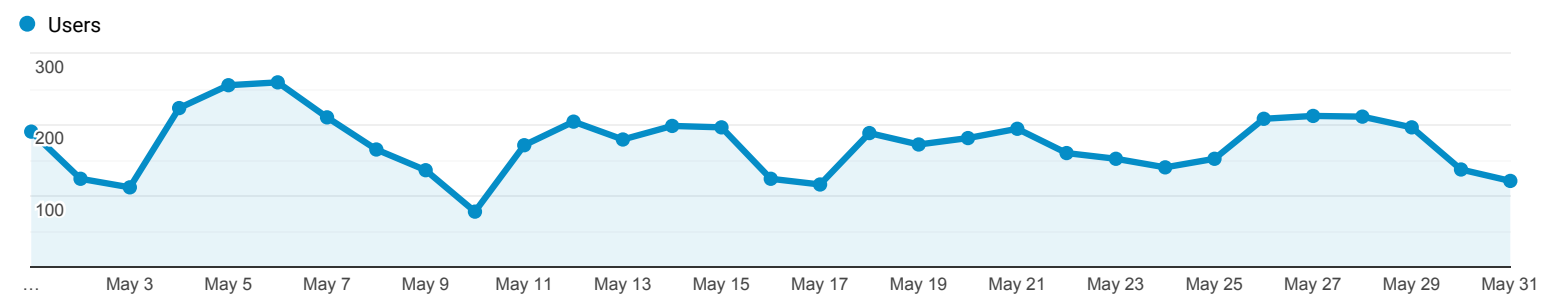


**Audience Overview**

May 1, 2020 - May 31, 2020

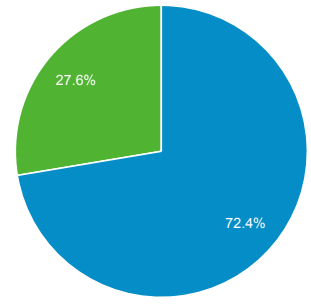
All Users  
100.00% Users

**Overview**



<b>Users</b> 4,251	<b>New Users</b> 3,692	<b>Sessions</b> 6,867
<b>Number of Sessions per User</b> 1.62	<b>Pageviews</b> 14,201	<b>Pages / Session</b> 2.07
<b>Avg. Session Duration</b> 00:01:31	<b>Bounce Rate</b> 60.97%	

■ New Visitor ■ Returning Visitor



Language	Users	% Users
1. en-us	3,492	81.67%
2. en	700	16.37%
3. es-419	20	0.47%
4. en-gb	8	0.19%
5. ko	8	0.19%
6. zh-cn	8	0.19%
7. es-us	7	0.16%
8. es-xl	5	0.12%
9. (not set)	3	0.07%
10. en-au	3	0.07%

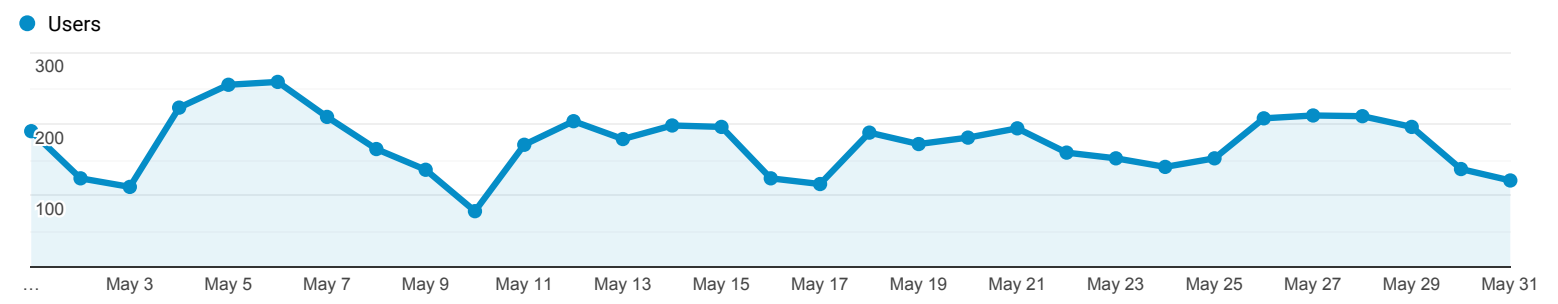
New vs Returning

**All Users**  
100.00% Users

May 1, 2020 - May 31, 2020

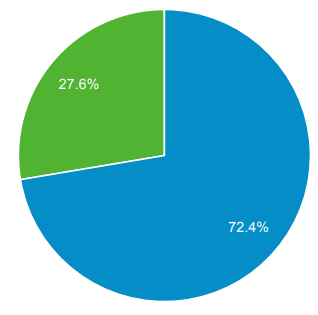
Explorer

Summary



User Type	Users	Users
	<b>4,251</b> % of Total: 100.00% (4,251)	<b>4,251</b> % of Total: 100.00% (4,251)
1. <span style="color: blue;">■</span> New Visitor	<b>3,691</b>	72.36%
2. <span style="color: green;">■</span> Returning Visitor	<b>1,410</b>	27.64%

Contribution to total: Users



Rows 1 - 2 of 2

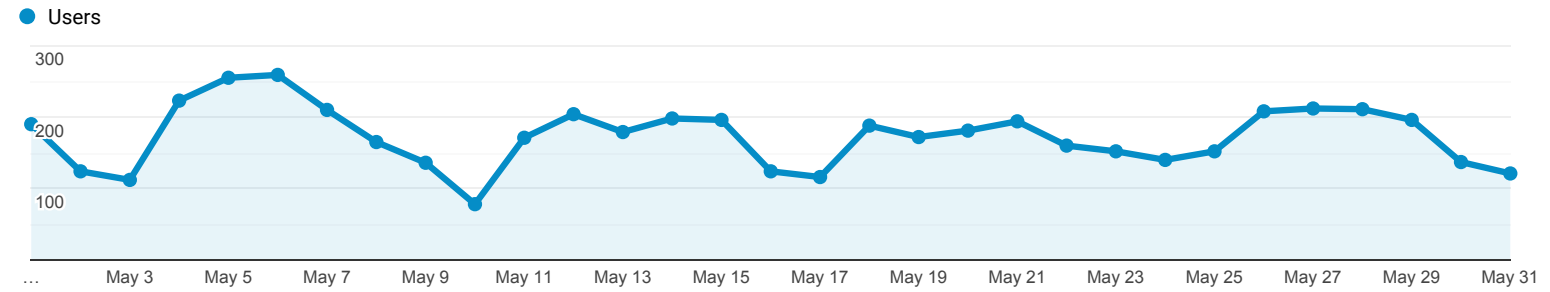
Browser & OS

**All Users**  
100.00% Users

May 1, 2020 - May 31, 2020

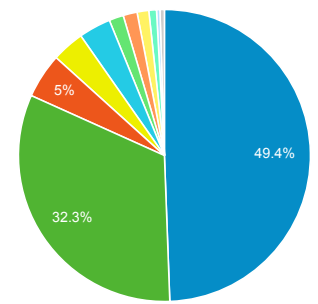
Explorer

Summary



Browser	Users	Users
	4,251 % of Total: 100.00% (4,251)	4,251 % of Total: 100.00% (4,251)
1. Chrome	2,101	49.41%
2. Safari	1,374	32.31%
3. Edge	211	4.96%
4. Firefox	153	3.60%
5. Internet Explorer	151	3.55%
6. Mozilla	68	1.60%
7. Samsung Internet	66	1.55%
8. Safari (in-app)	55	1.29%
9. Android Webview	36	0.85%
10. Amazon Silk	16	0.38%

Contribution to total: Users



Rows 1 - 10 of 16

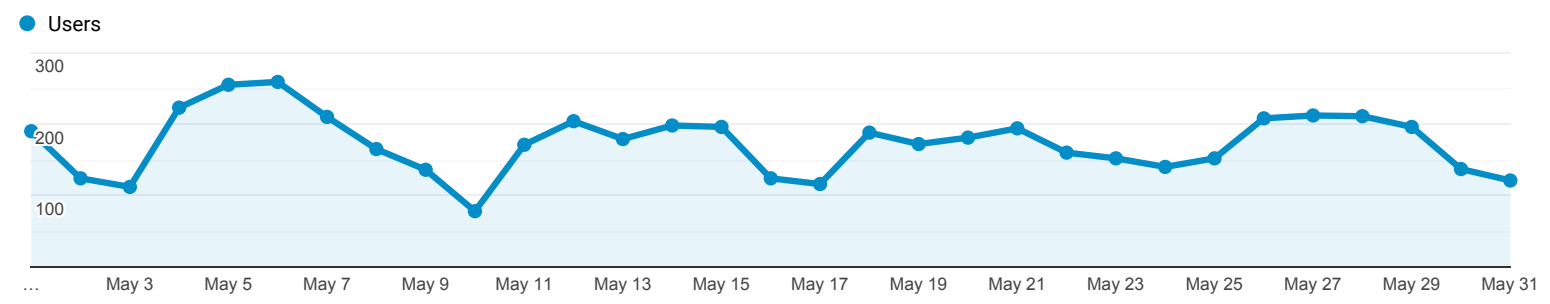
Overview

**All Users**  
100.00% Users

May 1, 2020 - May 31, 2020

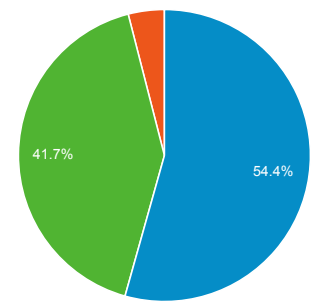
Explorer

Summary



Device Category	Users	Users
	4,251 % of Total: 100.00% (4,251)	4,251 % of Total: 100.00% (4,251)
1. desktop	2,311	54.35%
2. mobile	1,771	41.65%
3. tablet	170	4.00%

Contribution to total: Users



Rows 1 - 3 of 3

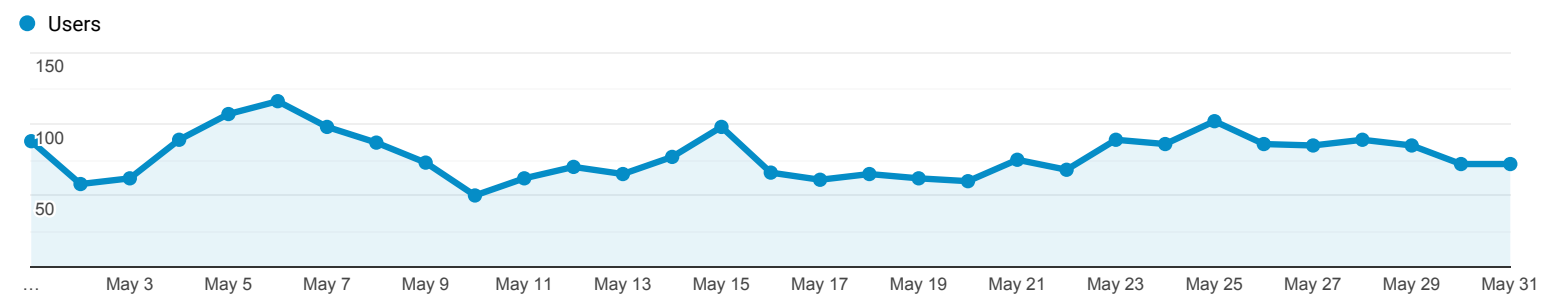
Devices

**All Users**  
45.66% Users

May 1, 2020 - May 31, 2020

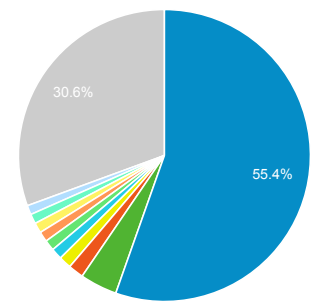
Explorer

Summary



Mobile Device Info	Users	Users
	<b>1,941</b> % of Total: 45.66% (4,251)	<b>1,941</b> % of Total: 45.66% (4,251)
1. Apple iPhone	<b>1,076</b>	55.41%
2. Apple iPad	<b>80</b>	4.12%
3. Samsung SM-G960U Galaxy S9	<b>33</b>	1.70%
4. Samsung SM-G975U Galaxy S10+	<b>27</b>	1.39%
5. Samsung SM-G973U Galaxy S10	<b>24</b>	1.24%
6. Microsoft Windows RT Tablet	<b>23</b>	1.18%
7. Samsung SM-G950U Galaxy S8	<b>22</b>	1.13%
8. Samsung SM-N960U Galaxy Note9	<b>22</b>	1.13%
9. Samsung SM-A205U Galaxy A20	<b>21</b>	1.08%
10. (not set)	<b>20</b>	1.03%

Contribution to total: Users



Rows 1 - 10 of 236

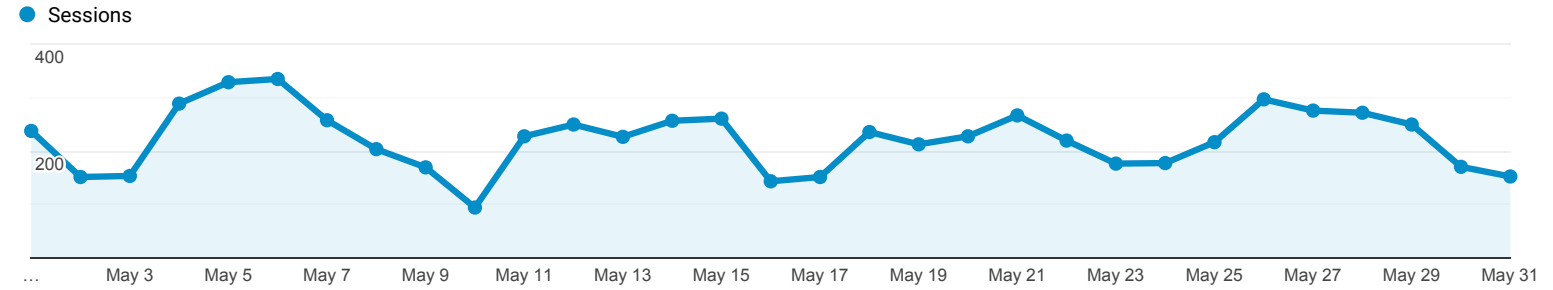
Landing Pages

**All Users**  
100.00% Entrances

May 1, 2020 - May 31, 2020

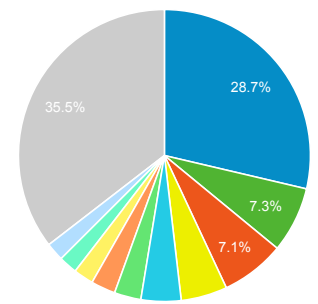
Explorer

Summary



Landing Page	Sessions	Sessions
	6,867 % of Total: 100.00% (6,867)	6,867 % of Total: 100.00% (6,867)
1. <a href="#">/index.html</a>	1,969	28.67%
2. <a href="#">/Jobs/jobopenings.htm</a>	500	7.28%
3. <a href="#">/transportation/CAThome page.htm</a>	486	7.08%
4. <a href="#">/Departments/swim/swim center.htm</a>	352	5.13%
5. <a href="#">/transportation/routes.htm</a>	304	4.43%
6. <a href="#">/Departments/pw_operations/parks/parks.htm</a>	203	2.96%
7. <a href="#">/Departments/cemetery/cemetery.htm</a>	186	2.71%
8. <a href="#">/Departments/development_services/development_services.htm</a>	152	2.21%
9. <a href="#">/cityservices/utilities.htm</a>	141	2.05%
10. <a href="#">/CityGovernment/council/council_members.htm</a>	139	2.02%


Contribution to total: Sessions



Rows 1 - 10 of 198

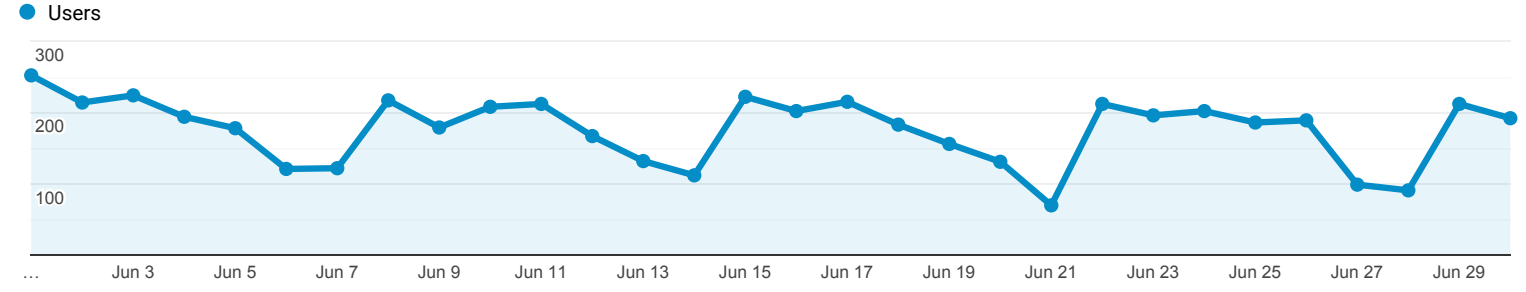
# June 2020

**Audience Overview**

 All Users  
100.00% Users

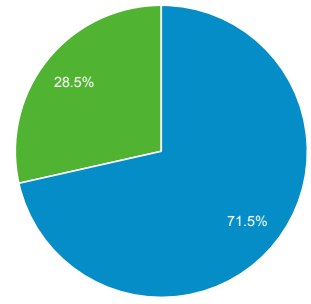
Jun 1, 2020 - Jun 30, 2020

**Overview**



<b>Users</b> <b>4,176</b>	<b>New Users</b> <b>3,587</b>	<b>Sessions</b> <b>6,797</b>
<b>Number of Sessions per User</b> <b>1.63</b>	<b>Pageviews</b> <b>14,306</b>	<b>Pages / Session</b> <b>2.10</b>
<b>Avg. Session Duration</b> <b>00:01:28</b>	<b>Bounce Rate</b> <b>60.36%</b>	

■ New Visitor ■ Returning Visitor



Language	Users	% Users
1. en-us	3,079	73.68%
2. en	1,033	24.72%
3. es-419	14	0.34%
4. en-gb	13	0.31%
5. es-xl	7	0.17%
6. en-au	4	0.10%
7. ko	4	0.10%
8. c	3	0.07%
9. en-ca	2	0.05%
10. en-in	2	0.05%



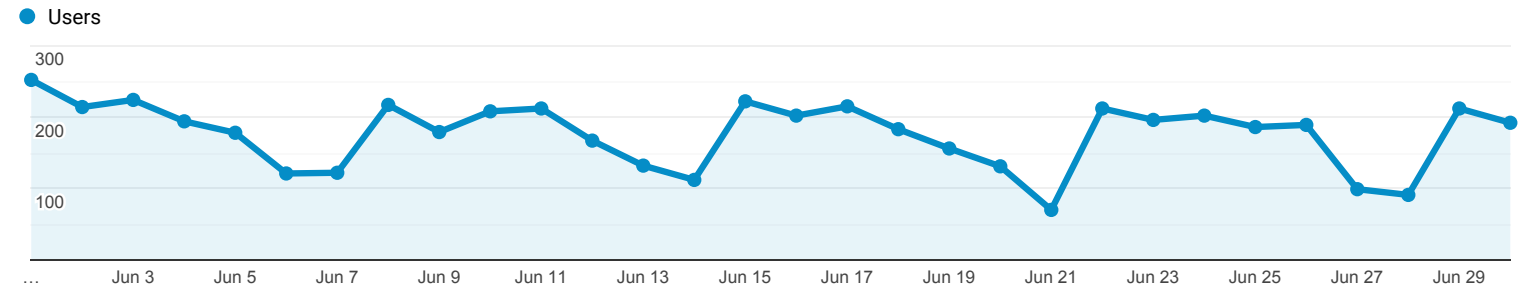
New vs Returning

● All Users  
100.00% Users

Jun 1, 2020 - Jun 30, 2020

Explorer

Summary



User Type	Users	Users	Contribution to total: Users
	4,176 % of Total: 100.00% (4,176)	4,176 % of Total: 100.00% (4,176)	
1. <span style="color: blue;">■</span> New Visitor	3,587	71.48%	
2. <span style="color: green;">■</span> Returning Visitor	1,431	28.52%	

Rows 1 - 2 of 2

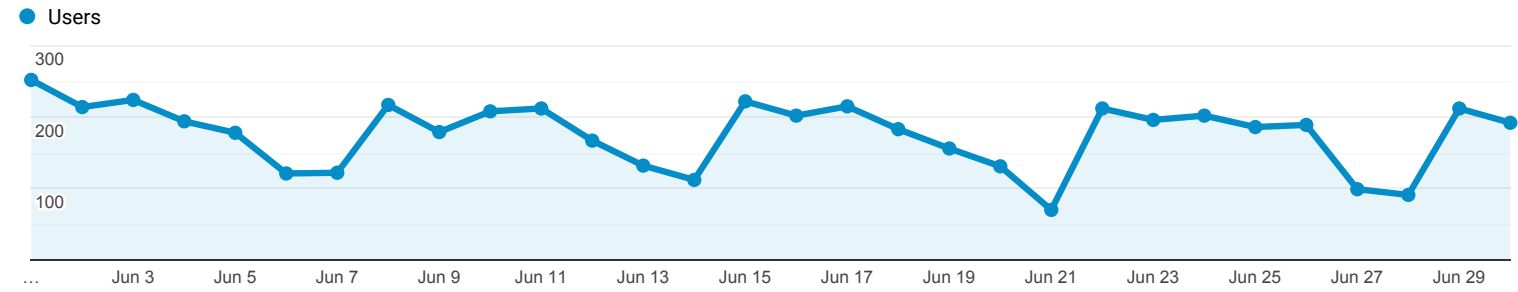
Browser & OS

**All Users**  
100.00% Users

Jun 1, 2020 - Jun 30, 2020

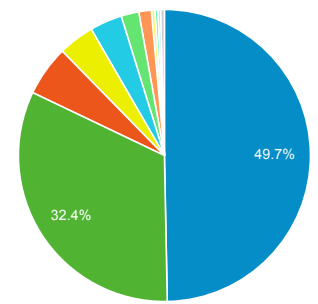
Explorer

Summary



Browser	Users	Users
	4,176 % of Total: 100.00% (4,176)	4,176 % of Total: 100.00% (4,176)
1. Chrome	2,075	49.69%
2. Safari	1,353	32.40%
3. Edge	233	5.58%
4. Firefox	166	3.98%
5. Internet Explorer	149	3.57%
6. Mozilla	82	1.96%
7. Samsung Internet	58	1.39%
8. Amazon Silk	16	0.38%
9. Mozilla Compatible Agent	14	0.34%
10. Safari (in-app)	12	0.29%

Contribution to total: Users



Rows 1 - 10 of 17

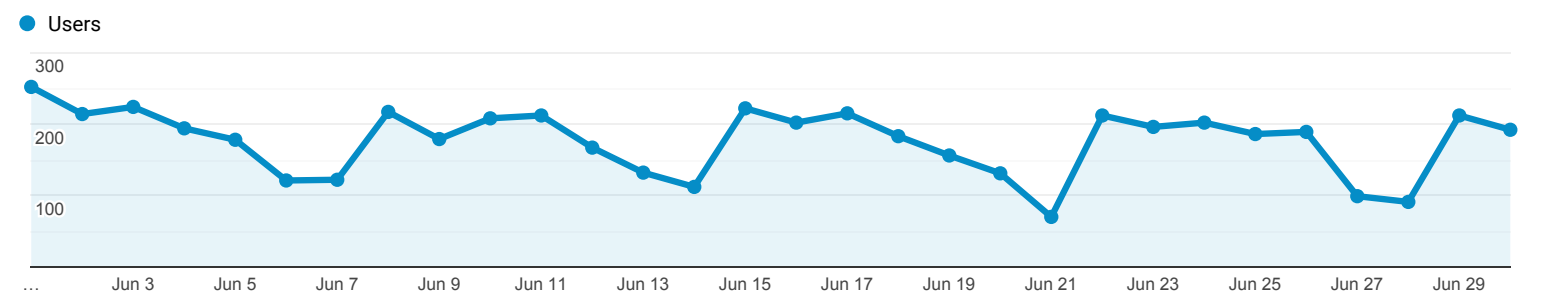
Overview

**All Users**  
100.00% Users

Jun 1, 2020 - Jun 30, 2020

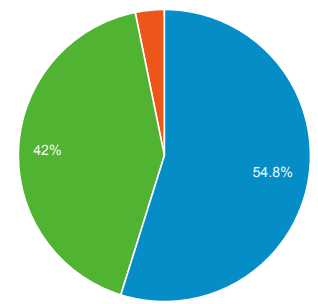
Explorer

Summary



Device Category	Users	Users
	4,176 % of Total: 100.00% (4,176)	4,176 % of Total: 100.00% (4,176)
1. desktop	2,290	54.82%
2. mobile	1,753	41.97%
3. tablet	134	3.21%

Contribution to total: Users



Rows 1 - 3 of 3

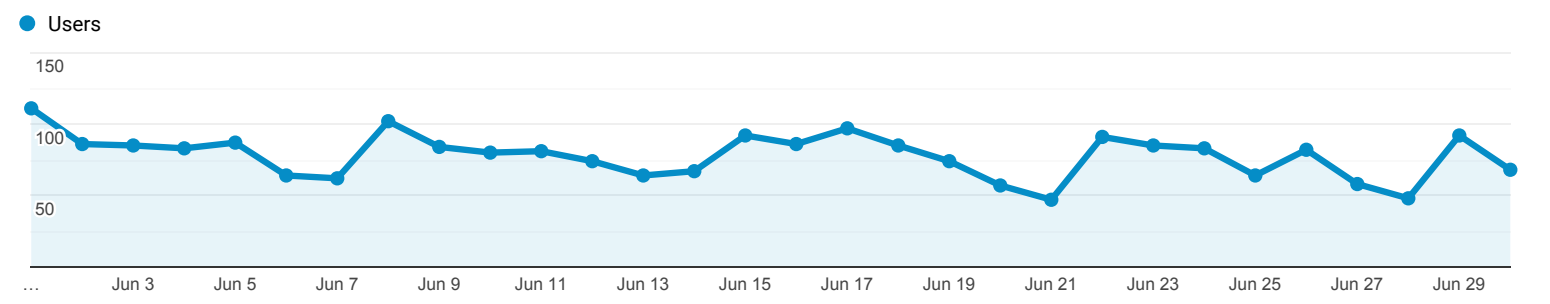
Devices

**All Users**  
45.19% Users

Jun 1, 2020 - Jun 30, 2020

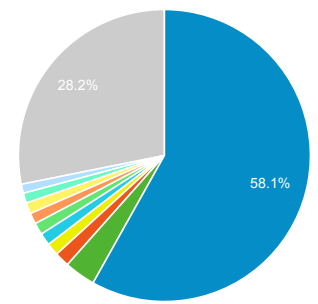
Explorer

Summary



Mobile Device Info	Users	Users
	<b>1,887</b> % of Total: 45.19% (4,176)	<b>1,887</b> % of Total: 45.19% (4,176)
1. Apple iPhone	<b>1,098</b>	58.13%
2. Apple iPad	<b>65</b>	3.44%
3. Samsung SM-G975U Galaxy S10+	<b>31</b>	1.64%
4. Microsoft Windows RT Tablet	<b>26</b>	1.38%
5. Samsung SM-G960U Galaxy S9	<b>26</b>	1.38%
6. Samsung SM-N960U Galaxy Note9	<b>25</b>	1.32%
7. Samsung SM-G970U Galaxy S10e	<b>23</b>	1.22%
8. Samsung SM-G973U Galaxy S10	<b>23</b>	1.22%
9. Samsung SM-G965U Galaxy S9+	<b>21</b>	1.11%
10. Samsung SM-G950U Galaxy S8	<b>19</b>	1.01%

Contribution to total: Users



Rows 1 - 10 of 230

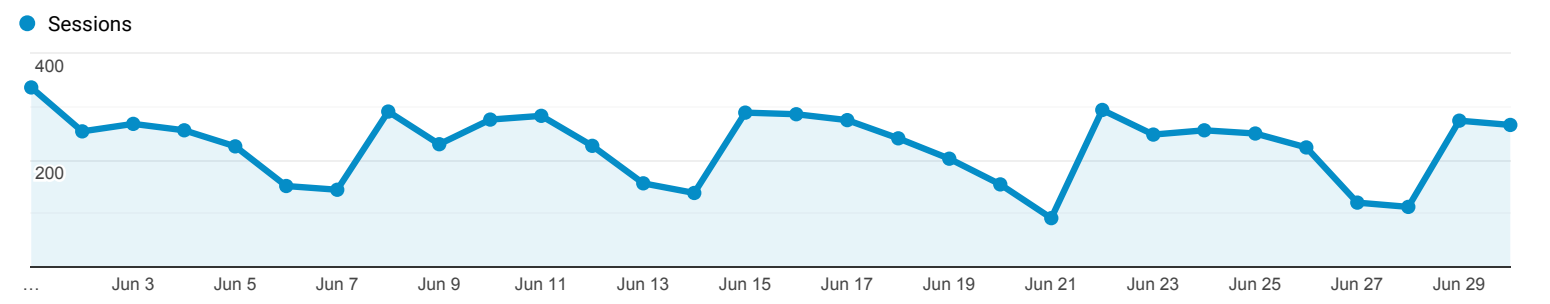
Landing Pages

**All Users**  
100.00% Entrances

Jun 1, 2020 - Jun 30, 2020

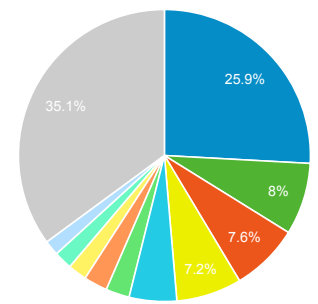
Explorer

Summary



Landing Page	Sessions	Sessions
	<b>6,797</b> % of Total: 100.00% (6,797)	<b>6,797</b> % of Total: 100.00% (6,797)
1. <a href="#">/index.html</a>	<b>1,758</b>	25.86%
2. <a href="#">/transportation/CAThome page.htm</a>	<b>542</b>	7.97%
3. <a href="#">/Jobs/jobopenings.htm</a>	<b>514</b>	7.56%
4. <a href="#">/Departments/swim/swim center.htm</a>	<b>492</b>	7.24%
5. <a href="#">/transportation/routes.htm</a>	<b>357</b>	5.25%
6. <a href="#">/cityservices/utilities.htm</a>	<b>178</b>	2.62%
7. <a href="#">/Departments/pw_operations/parks/parks.htm</a>	<b>178</b>	2.62%
8. <a href="#">/Departments/development_services/development_service.htm</a>	<b>142</b>	2.09%
9. <a href="#">/Chap16/chap16.htm</a>	<b>137</b>	2.02%
10. <a href="#">/RFPs.htm</a>	<b>114</b>	1.68%

Contribution to total: Sessions



Rows 1 - 10 of 165



# City of Canby Bi-Monthly Report

## Department: Wastewater Treatment Plant

### For Months of: May & June 2020

To: The Honorable Mayor Hodson & City Council  
From: Dave Conner, Lead Operator  
Through: Amanda Zeiber, Interim City Administrator  
Date: July 6, 2020

#### **Facility Operations & Maintenance**

The water quality for the months of May and June remain good with no violations. Plant Operators continue daily process control and operations of the plant to maintain NPDES permit compliance. All reports and DMR's were completed on time and without any issues.

The list below highlights a few of the maintenance tasks and WWTP program duties since the last bi-monthly report.

- Developed in line orifices to help control pump pressures on aeration basin recirculation pumps.
- Installed new level transducer on Eff. Filter #1.
- Replaced 4 cloth filters on Eff. Filter #1.
- Installed new actuator on splitter box valve.
- Cleared North and East property fence line.
- Replaced PLC batteries on U.V system.
- Purchased new high pressure booster pump for belt press.
- Received and reviewed bids for roof replacement on generator room.
- Routine daily maintenance and repairs of equipment, buildings and grounds.

#### **Biosolids Program:**

- **May** Production: Belt run time = 18 days. 3 loads to Heard farms 85.22 wet tons. 5 loads to Wasco County Landfill 100.43 wet tons.
- **June** Production: Belt run time = 16 days. 6 loads to Heard Farms, 173 wet tons.

### **Pretreatment Inspection/Reporting, FOG Program**

- **May** Pump Outs: 22
- Inspections: 4 fog, 1 pretreatment
  
- **June** Pump Outs: 16
- Inspections: 3 fog, 2 pretreatment

Issued Grand Northern Products a Compliance Order with due dates to install an effective treatment system.

Pretreatment activities also included monthly review of business license, reviewing environmental surveys, plan review, industrial inspection, industrial permit/compliance data review of reports and working with businesses on BMP agreements.

### **Daily Lab Activity**

- Routine daily lab procedures, process control and permit testing.
- Grand Northern Products TSS Testing.
- Weekly BOD's, E-coli, solids, NH3 and Alkalinity testing.
- Continued monitoring and calibrating of aeration basin D.O meters.

### **Personnel Meetings/Training Attended**

- Work site safety and city safety meeting.
- Pre-construction meeting.
- ACWA on line meeting.