



AGENDA

CANBY CITY COUNCIL MEETING

May 15, 2019

7:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Tracie Heidt

Councilor Traci Hensley

Councilor Greg Parker

Councilor Sarah Spoon

Councilor Shawn Varwig

CITY COUNCIL MEETING – 7:00 PM

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

2. COMMUNICATIONS

3. 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. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. 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 May 1, 2019 City Council Regular Meeting
- B. Reappointment to the Heritage and Landmark Commission Pg. 1

7. PUBLIC HEARINGS

- A. Update to Master Fee Schedule Pg. 2
- B. Perlo Construction Noise Variance (2525 SE First Avenue) Pg. 38

8. RESOLUTIONS & ORDINANCES

- A. Res. 1312, Setting Fees for Services and Repealing Resolution 1284 and All Other Previous Resolutions Adopting a Master Fee Schedule Pg. 4
- B. Res. 1314, Adopting Budget Appropriation Transfers for the 2018-2019 Fiscal Year Pg. 41

- C. Res. 1321, Approving a Development Agreement Between the City of Canby and Canby East Associates, LLC for the Improvement of SE 1st Avenue Between Hazel Dell Way and S. Walnut Street, and Authorizing the City Administrator to Sign the Development Agreement and Other Documents as May be Required to Complete the Terms of the Agreement Pg. 45
- D. Ord. 1506, Authorizing the Mayor and City Administrator to Execute a Contract with Kintechnology, Inc. to Continue to Provide Computer Technical Services For the City, Not to Exceed \$100,000.00; and Repealing Ordinance 1487 (2nd Reading) Pg. 62
- E. Ord. 1507, Authorizing the Mayor and City Administrator to Execute an Amendment to its Contract with MV Transportation, Inc. of Dallas, Texas for Providing Transit Operations for Canby Area Transit (CAT); and Declaring an Emergency Pg. 71
- F. Ord. 1508, Authorizing the Mayor and City Administrator to Execute a Contract with Eagle Elsner, Inc. in the Amount of \$1,042,657.50 for Construction of the 2019 Street Maintenance Program; and Declaring an Emergency (2nd Reading) Pg. 77
- G. Ord. 1509, Authorizing the Mayor and City Administrator to Execute a Contract with Master Clean, Inc. For Janitorial Services For Various City Facilities, Not to Exceed \$57,987.00; and Repealing Ordinance 1484 (2nd Reading) Pg. 84
- H. Ord. 1510, Authorizing the Mayor and City Administrator to Execute a Contract with Canby Excavating Inc. for the Wastewater Treatment Facility Effluent Pipeline Replacement Project; and Declaring an Emergency (2nd Reading) Pg. 94
- I. Ord. 1512, Authorizing the Mayor and City Administrator to Execute a Contract with HMS Commercial Service, Inc. for HVAC Improvements for the Canby Swim Center; and Declaring an Emergency Pg. 101

9. NEW BUSINESS

10. CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS

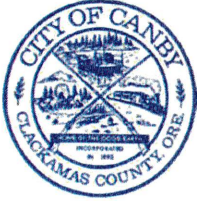
11. CITIZEN INPUT

12. ACTION REVIEW

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

14. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City’s web page at 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.



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

Date: 5/7/2019 Position Applying For: Heritage & Landmark Commission

Name: Lawrence Vargas Occupation: Software & Finance

Home Address: _____

Employer: Siemens (Mentor Graphics) Position: Technical Staff

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? _____

Indigenous heritage, Finlandia foundation (Finnish cultural heritage board),
Provide free financial education to community groups, schools

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

Retaining the warm, rural atmosphere of the city. Advocate for controlled
city growth. Nurture interest in the heritage of the area.

Reason for your interest in this position: Currently on the commission. Served only
a partial term. Would like to continue on the board.

Experience and educational background: BA Business Administration, foreign language

studies in Finland. Currently a board member on the FFPC (Finlandia
Foundation Columbia Pacific Chapter), I am the webmaster for that group.

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

Currently on the Heritage and Landmark commission

Referred by (if applicable): _____

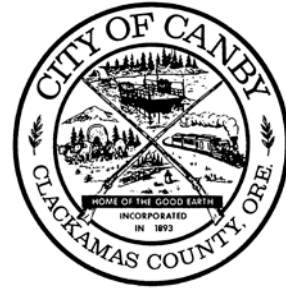
Please return to:

***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: scheaferk@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. 5/2017

Date Received: 5-2-2019 Date Appointed: _____ Term Expires: 6-30-2022
Date Resigned: _____ Destruction Date: _____

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Julie Blums, Finance Director*
DATE: *May 15, 2019*
THROUGH: *Rick Robinson, City Administrator*

Issue: Adoption of an updated Master Fee Schedule.

Synopsis: The annual review of the Master Fee Schedule has been completed by each City department. Staff is proposing the following changes effective July 1, 2019. Attached is "Exhibit A" showing a comparison of current fees versus proposed and "Exhibit B" reflects the new schedule effective as noted herein if all changes are adopted.

Administration

- Sidewalk Vending Permit Fee -Increase

Police

- The Impounded Animal Redemption Fee adding a notation of "plus the cost of boarding" per the Municipal Code.

Court

- Court Appointed Attorney Fee - Increase
- Distracted Driving Class Deferred Sentence Fee – Delete, new laws do not allow this type of class anymore.

Library

- Changes are being made to accommodate operational changes to cultural passes and the addition of Laptops being available for checkout, as well as other items in the Library of Things.

Swim Center

- Public Rentals – Increase

Parks

- Wait Parks rentals – Increase
- Park Maintenance Fee – Increase by CPI-U per Ordinance 1505

Cemetery

- Adjustments are being made to the schedule to remove mausoleums space types no longer available and to increase property prices that have not been adjusted since 2005. Review of comparable cemetery prices was done to ensure reasonableness.

Systems Development Charges

- System Development Fees - Raised fees to reflect indexed inflation factor using the Engineering-News Record Construction Cost Index (CCI) for Seattle. March 2018-March 2019 was 2.4%.

Public Works

- Equipment rates – Adjusted to better reflect reasonable offset, excluding staffing which is calculated separately.
- Design Exception – New fee to address design changes that are either planned or encountered in the field by Public Works staff. These changes are not being captured either in fees or documentation. This will create a documentation mechanism to capture either planned design changes and/or field changes being made. A new Design Exception Form will be created in order to capture the various items often changed in the field.
- Fleet Services Labor Rate – Increase

Planning

- Annexations – Increase based on CPI-Pacific 3.1%
- Appeals – Change titles to match Municipal Code and update fees to meet ORS223.175(1) and incorporate CPI-Pacific 3.1%
- Building Permit Site Plan Review Fees (Residential related) – Increase to be more on par with comparable cities (Forest Grove, Sherwood, Milwaukie, and Wilsonville).
- Building Permit Site Plan Review Fees, All other Commercial and Industrial – Increased the fees slightly and changed to a flat fee instead of a graduated per square foot fee. This allows for more clarity with developers and ease of calculations.
- Comprehensive Plan Amendments – Increased fees to be in line with comparable cities and added Measure 56 Noticing. Added sub fees for legislative text, legislative map, and quasi-judicial amendments that typically require a higher amount of staff time.
- New fee for Exception Application for Access Management Plan to be in line with 16.46.B Municipal Code.
- Interpretation – lowered fee to be in line with comparable cities.
- Planned Unit Development – Increase
- Plat (Final) Review – Increase
- Minor Modification – Increase
- Multiple Applications Discount – Changed the calculation to be less complicated.
- Sidewalk Café – Increase
- Sidewalk Café ROW Rental – Increase
- Signs – Increase
- Site and Design Review – Increase and changed to a flat fee instead of complicated tiered fees based on acres.
- Public Improvement Engineering Plan Review – added a maximum of \$20,000.
- Text Amendment – Increase
- Traffic Engineering Scope – Increase
- Zoning Letters – Increase
- Zoning Map Amendment - Increase
- Construction Excise Tax - Eliminate tiered rate for a single rate to entire square footage.

Recommendation: Staff recommends Council adopt Resolution 1312.

Recommended motion: ***“I move to adopt Resolution 1312, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES AND REPEALING RESOLUTION 1284 AND ALL PREVIOUS RESOLUTIONS ADOPTING A MASTER FEE SCHEDULE.”***

Attached: Resolution 1312 and Exhibits “A” & “B”

RESOLUTION NO. 1312

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES AND REPEALING RESOLUTION 1284 AND ALL PREVIOUS RESOLUTIONS ADOPTING A MASTER FEE SCHEDULE

WHEREAS, City staff has reviewed the City of Canby's master fee schedule and recommends changes in certain fees to be charged for various services provided by City staff; and

WHEREAS, the proposed fee schedule changes are meant to cover the costs of providing services to the public for which fees are charged and are not meant to generate excess income for the City above the cost of providing the requested service; and

WHEREAS, the Canby City Council held a public hearing on May 15, 2019 to receive public testimony regarding the proposed fee increases; and

WHEREAS, the Canby City Council determined that the proposed changes in certain fees to be charged are reasonable and based upon labor costs and industry standards; and

WHEREAS, any changes to fees approved in this Resolution override any original resolutions that imposed the fee only as they pertain to the specific fee or fees being amended.

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

Section 1: City of Canby fees and charges are revised as shown in Exhibit "A" and adopted as shown in Exhibit "B" (clean version).

Section 2: The fees imposed by this resolution are not taxes subject to the property limitation of Article XI, Section 11(b) of the Oregon Constitution.

Section 3: All fees and charges not revised as shown in Exhibit "A" shall remain at their present amounts.

This resolution shall take effect on July 1, 2019.

ADOPTED this 15th day of May 2019 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
General						
	Staff Rate	Twice the hourly rate for Step 1 of the position/per hour	Res 1284	7/1/2018	7/1/2018	no change
	Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided	25¢ per sheet	Res 1284	7/1/2018	6/1/2010	no change
	Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided	75¢ per sheet	Res 1284	7/1/2018	6/1/2010	no change
	Photocopies or Printouts-Black and White, size 11x17, single sided only	\$1.00 per sheet	Res 1284	7/1/2018	6/1/2010	no change
	Photocopies or Printouts-Color, size 11x17, single sided only	\$1.25 per sheet	Res 1284	7/1/2018	6/1/2010	no change
	Plotter prints (8 1/2 x 11)	\$2	Res 1284	7/1/2018	6/1/2010	no change
	Plotter prints (11 x 17)	\$4	Res 1284	7/1/2018	6/1/2010	no change
	Plotter prints (17 x 22)	\$6	Res 1284	7/1/2018	6/1/2010	no change
	Plotter prints (24 x 36)	\$8	Res 1284	7/1/2018	6/1/2010	no change
	Plotter prints (36 x 48)	\$10	Res 1284	7/1/2018	6/1/2010	no change
	Records on CD/DVD/USB	\$10 plus staff time costs	Res 1284	7/1/2018	6/1/2010	no change
	Public Records	Staff time plus materials costs (first 30 minutes no charge)	Res 1284	7/1/2018	7/1/2018	no change
	Public Records-Faxing	50¢ per page sent	Res 1284	7/1/2018	6/1/2010	no change
	Public Records-Mailing costs	Actual costs + \$1.00 handling fee	Res 1284	7/1/2018	6/1/2010	no change
	Returned check fee	\$25	Res 1284	7/1/2018	6/1/2010	no change
	Lien Search fee	\$30	Res 1284	7/1/2018	7/1/2018	no change
	License/Permit/Certificate replacement fee	\$10	Res 1284	7/1/2018	7/1/2012	no change
Administration						
	Business License-In Canby Annual	\$50	Res 1284	7/1/2018	7/1/1994	no change
	Business License-Past Due Fee	\$10/mo up to \$50	Res 1284	7/1/2018	9/1/1991	no change
	Business License-Transfer or Assign	\$50	Res 1284	7/1/2018	6/1/2010	no change
	Operating a Business without a License Penalty	\$100	Res 1284	7/1/2018	7/1/2014	no change
	Liquor License Application New	\$100	Res 1284	7/1/2018	2/2/1994	fee limited by OLCC
	Liquor License Change of Ownership, Location, or Privilege	\$75	Res 1284	7/1/2018	2/2/1994	fee limited by OLCC
	Liquor License Annual Renewal	\$35	Res 1284	7/1/2018	2/2/1994	fee limited by OLCC
	Small Animal Permit	\$10	Res 1284	7/1/2018	6/1/2010	no change
	Impounded Animal Redemption Fee	\$50	Res 1284	7/1/2018	6/1/2010	move to Police Fees
	Sidewalk Vending Permit	\$10	Res 1284	7/1/2018	6/1/2010	\$25
	Noise Variance fee	\$75	Res 1284	7/1/2018	7/1/2013	no change
	Human Resources Application Fee (Police)	\$20	Res 1284	7/1/2018	7/1/2013	
	Franchise Application and Review Fee-Telecommunications	Actual expenses (requires \$2000 deposit)	Res 1284	7/1/2018	7/1/2013	no change
	Registration Application Fee-Telecommunications Providers	\$100	Res 1284	7/1/2018	11/20/2013	no change
	Annual Registration Fee-Telecommunications Providers	4% of gross revenues	Res 1284	7/1/2018	11/20/2013	no change
	Right-of-Way Use Fee-Telecommunications Providers	\$2 per linear foot occupied (if no revenues earned in City)	Res 1284	7/1/2018	11/20/2013	no change
	Franchise Fees-Telecommunications	7% gross revenue	Res 1284	7/1/2018	6/7/2000	no change
	Franchise Fees-Cable	5% gross revenue	Res 1284	7/1/2018	2/2/2005	no change
	Franchise Fees-Natural Gas	5% gross revenue	Res 1284	7/1/2018	6/7/2006	no change
	Franchise Fees-Telephone	7% gross revenue	Res 1284	7/1/2018	6/7/2000	no change
	Franchise Fees-Solid Waste	5% gross revenue	Res 1284	7/1/2018	7/1/2011	no change
	In-lieu of Franchise Fees-Water/Electric	5% of commodity sales	Res 1284	7/1/2018	1973	no change
	In-lieu of Franchise Fees-Wastewater/Stormwater	7% of service charge collected	Res 1284	7/1/2018	7/1/2012	no change
	Transient Room Tax	6%	Res 1284	7/1/2018	7/1/2018	no change
	Vertical Housing Tax Credit Application Fee	\$550	Res 1284	7/1/2018	7/1/2018	no change
	Vertical Housing Tax Credit Annual Monitoring Fee	\$150	Res 1284	7/1/2018	7/1/2018	no change
Main Street						
	Canby Independence Day Celebration Vendor Fees					
	Food Vendor Application					
	Early Bird (Before April 1)	\$125	Res 1284	7/1/2018	1/20/2016	no change
	Regular Rate (April 1 - May 1)	\$175	Res 1284	7/1/2018	1/20/2016	no change
	Advanced Rate (May 2 - May 31)	\$250	Res 1284	7/1/2018	1/20/2016	no change
	Final Rate (June 1 - July 1)	\$500	Res 1284	7/1/2018	1/20/2016	no change
	Specific Location	\$50 (extra)	Res 1284	7/1/2018	1/20/2016	no change

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Electricity	\$25 (per outlet)	Res 1284	7/1/2018	1/20/2016	no change
	Beer/Wine Garden Vendor Application	10% of total sales	Res 1284	7/1/2018	1/20/2016	no change
	Local Arts/Crafts Vendor Application					
	Regular Rate	\$45	Res 1284	7/1/2018	1/20/2016	no change
	Advanced Rate (May 2 - May 31)	\$65	Res 1284	7/1/2018	1/20/2016	no change
	Specific Location	\$50 (extra)	Res 1284	7/1/2018	1/20/2016	no change
	Outside City Limits Arts/Crafts					
	Regular Rate	\$65	Res 1284	7/1/2018	1/20/2016	no change
	Advanced Rate (May 2 - May 31)	\$85	Res 1284	7/1/2018	1/20/2016	no change
	Specific Location	\$50 (extra)	Res 1284	7/1/2018	1/20/2016	no change
	Parade Fee (Campaigns/Businesses)	\$25	Res 1284	7/1/2018	1/20/2016	no change
	Tie-dyed Shirts	\$5	Res 1284	7/1/2018	1/20/2016	no change
	Car Show					
	Early Bird (Before June 1)	\$8	Res 1284	7/1/2018	7/1/2017	no change
	Regular (After June 1)	\$10	Res 1284	7/1/2018	7/1/2017	no change
	Canby's Big Weekend Street Dance Vendor Fees					
	Food Vendor Application	\$50	Res 1284	7/1/2018	1/20/2016	no change
	Beer/Wine Garden Vendor Application	\$250 or 15% of total sales (whichever is greater)	Res 1284	7/1/2018	1/20/2016	no change
Police						
	Alarm User Fees					
	Alarm Permit Registration and Annual Renewal	\$25 annually	Res 1284	7/1/2018	7/1/2018	no change
	Registration & Renewal - Senior 65+ and governmental entities	\$10 annually	Res 1284	7/1/2018	7/1/2018	no change
	Appeal Fee	\$25 per request	Res 1284	7/1/2018	7/1/2018	no change
	Late Payment Fee	\$25	Res 1284	7/1/2018	7/1/2018	no change
	Reinstatement Fee for a suspended alarm	\$25	Res 1284	7/1/2018	7/1/2018	no change
	False Alarm:					
	First False Alarm	Alarm School or \$50	Res 1284	7/1/2018	7/1/2018	no change
	Second False Alarm	\$75	Res 1284	7/1/2018	7/1/2018	no change
	Third False Alarm	\$100	Res 1284	7/1/2018	7/1/2018	no change
	Fourth or more False Alarms	\$150 each	Res 1284	7/1/2018	7/1/2018	no change
	Operating a suspended alarm system that is suspended:					
	First time	\$200	Res 1284	7/1/2018	7/1/2018	no change
	Second and Subsequent Times	\$300	Res 1284	7/1/2018	7/1/2018	no change
	Alarm Company Fees					
	Failure to report new install	\$50	Res 1284	7/1/2018	7/1/2018	no change
	False Alarm caused by Alarm Company	\$100	Res 1284	7/1/2018	7/1/2018	no change
	Calling on Suspended Alarm Site:					
	First time	\$100	Res 1284	7/1/2018	7/1/2018	no change
	Second and Subsequent Times	\$200	Res 1284	7/1/2018	7/1/2018	no change
	Failure to use Enhanced Call Confirmation Procedures	\$100	Res 1284	7/1/2018	7/1/2018	no change
	All late charges	\$25	Res 1284	7/1/2018	7/1/2018	no change
	Suspension Reinstatement Fee and Mailing Costs	\$200 + \$10 per customer if contacted	Res 1284	7/1/2018	7/1/2018	no change
	Appeal fee per request	\$25 per request	Res 1284	7/1/2018	7/1/2018	no change
	Citation - Copy	\$5	Res 1284	7/1/2018	7/1/2012	no change
	Fingerprinting	\$20 plus \$10 each add'l card	Res 1284	7/1/2018	6/16/2010	no change
	Name Check Response Letter	\$5 no record form letter; \$10 list of reports	Res 1284	7/1/2018	7/1/2018	no change
	Officer's Notes - Copy	\$5 (per officer requested)	Res 1284	7/1/2018	7/1/2014	no change
	Photos/Videos on CD	\$20	Res 1284	7/1/2018	7/1/2017	no change
	Police Report - Copy	\$10 DMV accident Report \$15 Police Reports (plus 25¢ per pg. after 10 pages)	Res 1284	7/1/2018	7/1/2015	no change
	Public Records - Admin Research	Staff rate + materials cost	Res 1284	7/1/2018	7/1/2018	no change
	Radar Certification	\$5	Res 1284	7/1/2018	7/1/2012	no change
	Secondhand Dealer Application Fee	\$50	Res 1284	7/1/2018	11/6/2013	no change
	Secondhand Dealer Annual Permit Fee	\$100	Res 1284	7/1/2018	11/6/2013	no change
	Special Event Security	Staff rate	Res 1284	7/1/2018	7/1/2018	no change
	Temporary/Special Event Liquor License	\$35	Res 1284	7/1/2018	7/1/2013	fee limited by OLCC
	Vehicle Release	\$125	Res 1284	7/1/2018	6/1/2010	no change
	Impounded Animal Redemption Fee	\$50	Res 1284	7/1/2018	6/1/2010	move from Admin Fees; add "+ cost of boarding (if applicable)"

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
Court						
	Appeal Transcript Fee	\$35	Res 1284	7/1/2018	10/30/2003	no change
	Civil Compromise Fee	\$150	Res 1284	7/1/2018	3/29/2012	no change
	Court Appointed Attorney Fee	\$150	Res 1284	7/1/2018	7/1/2016	\$200
	Collections Referral Fee	25% of outstanding balance (by statute), not to exceed \$250	Res 1284	7/1/2018	3/29/2012	no change
	Discovery Request Fee	\$10 (reports, documents); \$20 CD/DVD; \$5 citations	Res 1284	7/1/2018	7/1/2017	no change
	Distracted Driving Class Deferred Sentence Fee	\$75	Res 1284	7/1/2018	7/1/2018	Delete
	DUII Diversion Filing Fee	\$200	Res 1284	7/1/2018	4/1/2017	no change
	Expungement Filing Fee	\$100	Res 1284	7/1/2018	7/1/2018	no change
	Failure to Appear at Trial Fee	\$100	Res 1284	7/1/2018	4/1/2017	no change
	Failure to Comply Suspension Fee	\$50	Res 1284	7/1/2018	7/1/2015	no change
	Fix It Dismissal Fee	\$50	Res 1284	7/1/2018	7/1/2018	no change
	Good Driver Class Deferred Sentence Fee	\$50 less than presumptive fine schedule of offense	Res 1284	7/1/2018	3/29/2012	no change
	Guilty by Default Letter Fee	\$50	Res 1284	7/1/2018	7/1/2018	no change
	Juvenile Deferred Sentence Fee	\$61, \$41, \$27, \$14 based on offense class	Res 1284	7/1/2018	7/1/2016	no change
	Late Payment Letter Fee	\$25	Res 1284	7/1/2018	7/1/2018	no change
	Minor in Possession Deferred Sentence Fee	\$150	Res 1284	7/1/2018	3/29/2012	no change
	Misdemeanor Deferred Sentence Fee	\$250	Res 1284	7/1/2018	7/1/2013	no change
	Motion to Reopen Case Fee	\$35	Res 1284	7/1/2018	7/1/2018	no change
	Parking Ticket Late Fee	City fine doubles after 14 days (fine ranges \$15 to \$25)	Res 1284	7/1/2018	4/1/2017	no change
	Payment Plan Fee	\$25, new or refinanced plan	Res 1284	7/1/2018	7/1/2014	no change
	Public Records Request Fee	\$5 1st page, 25¢ ea. add'l page	Res 1284	7/1/2018	7/1/2014	no change
	Returned Check Fee	\$50 (includes demand letter certified)	Res 1284	7/1/2018	7/1/2018	no change
	Show Cause/Order to Appear Fee	\$50	Res 1284	7/1/2018	7/1/2018	no change
	Warrant Issued Fee	\$50	Res 1284	7/1/2018	7/1/2015	no change
Library						
	Library Cards					
	Clackamas County residents	Free	Res 1284	7/1/2018	3/1/2016	no change
	Out-of-County Fee*	\$95	Res 1284	7/1/2018	3/1/2016	no change
	Library Card Replacement Fee	\$1	Res 1284	7/1/2018	3/1/2016	no change
	*Residents who live in Oregon in Multnomah County, Washington County, Hood River County or those who reside in the Fort Vancouver Regional Library District or the City of Camas Washington, may obtain a LINCC library card without paying a non-resident fee.					
	Overdue Items					
	Adult and Children's items	25¢ per day (\$3 maximum per children's item; \$5 maximum for all other materials)	Res 1284	7/1/2018	3/1/2016	Change name to "Print and non-print items"
	Cultural Pass	\$5 per day up to replacement cost	Res 1284	7/1/2018	3/1/2016	Change name to "Oregon State Parks Pass" since all other cultural passes on online
	Laptops and accessories	\$5 per hour up to replacement cost				new
	Library of Things Items	\$5 per day up to replacement cost				new
	Lost Items or Damaged Items	Cost of material as indicated in the library's database	Res 1284	7/1/2018	3/1/2016	no change
	Books					
	Missing book jacket	\$3	Res 1284	7/1/2018	3/1/2016	no change
	CD Audiobooks					
	Disc	\$10 per disc	Res 1284	7/1/2018	3/1/2016	no change
	CD case	\$5	Res 1284	7/1/2018	3/1/2016	no change
	DVDs					
	Bonus disc	\$5	Res 1284	7/1/2018	3/1/2016	no change
	DVD case	\$3	Res 1284	7/1/2018	3/1/2016	no change
	Jacket or paper insert	\$3	Res 1284	7/1/2018	3/1/2016	no change
	Booklet	\$5	Res 1284	7/1/2018	3/1/2016	no change
	Music CDs					
	Case	\$4	Res 1284	7/1/2018	3/1/2016	no change
	Part of case (top or bottom)	\$2	Res 1284	7/1/2018	3/1/2016	no change
	Insert	\$5	Res 1284	7/1/2018	3/1/2016	no change
	Cultural Pass					
	Cultural Pass	\$30				Change name to "Oregon State Parks Pass" since all other cultural passes on online
	Replacement cost	\$75-\$200	Res 1284	7/1/2018	3/1/2016	Delete

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change	
	Puppets	\$10	Res 1284	7/1/2018	3/1/2016	no change	
	Children's Kits	Cost of each component as listed in the item record	Res 1284	7/1/2018	3/1/2016	no change	
	RFID Labels						
	Stingray Label	\$1	Res 1284	7/1/2018	7/1/2017	no change	
	Missing Barcodes	\$1	Res 1284	7/1/2018	3/1/2016	no change	
	Laptops	\$350				new	
	Headphones	\$20				new	
	USB Hub	\$30				new	
	Mouse	\$10				new	
	Library of Things items	Replacement cost of the item				new	
	Copying and Printing						
	Black and White (Self Serve)	15¢/page	Res 1284	7/1/2018	3/1/2016	no change	
	Color (Self Serve)	50¢/page	Res 1284	7/1/2018	3/1/2016	no change	
Canby Area Transit						Change name to:	
	Dial-A-Ride General Public	\$1.00 per boarding	Res 1284	7/1/2018	1/2/2012	General Public Dial-A-Ride	
	Dial-A-Ride Complementary Paratransit	\$1.00 per boarding	Res 1284	7/1/2018	1/2/2012	Complimentary Paratransit Dial-A-Ride	
	Dial-A-Ride Premium	\$1.00 per boarding	Res 1284	7/1/2018	1/2/2012	Oregon City Dial-A-Ride	
	Shopping Shuttle Services	no charge	Res 1284	7/1/2018	1/2/2012	no change	
	Fixed-Route Bus Service	\$1.00 per boarding	Res 1284	7/1/2018	1/2/2012	Commuter and Fixed-Route Bus Service	
	Monthly Pass	\$20/calendar month	Res 1284	7/1/2018	4/1/2014	no change	
	Punch Pass (24 rides)	\$20 (no expiration)	Res 1284	7/1/2018	7/1/2013	no change	
	Payroll and self-employment tax	0.6%	Res 1284	7/1/2018	1/1/2002	no change	
Parks							
	Rentals:	In City	Out of City				
	Rental of Gazebo in Wait Park (waived for non-profits)	\$110	\$220	Res 1284	7/1/2018	4/1/2002	\$132/\$264
	Rental of Wait Park (waived for non-profits)	\$375	\$750	Res 1284	7/1/2018	4/1/2002	\$450/\$900
Public Works							
	Public Works Labor Rate	Staff rate	Res 1284	7/1/2018	7/1/2018		
	Equipment Rates (include 1 operator):					Does not include operator (See staff rate for operator costs)	
	Vector Truck	\$125/hr	Res 1284	7/1/2018	7/1/2011	\$85/hr	
	Street Sweeper	\$75/hr	Res 1284	7/1/2018	7/1/2011	\$80/hr	
	TV Van	\$100/hr	Res 1284	7/1/2018	7/1/2011	\$75/hr	
	High Ranger	\$90/hr	Res 1284	7/1/2018	7/1/2011	\$40/hr	
	Dump Truck	\$90/hr	Res 1284	7/1/2018	7/1/2011	\$65/hr	
	Backhoe	\$90/hr	Res 1284	7/1/2018	7/1/2011	\$35/hr	
	Pickup truck	\$10/hr	Res 1284	7/1/2018	7/1/2016	\$15/hr	
	Mower	\$5/hr	Res 1284	7/1/2018	7/1/2017	Delete	
	Street Closure Request	\$50 (waived for non-profits)	Res 1284	7/1/2018	4/1/2002		
	Railroad Parking Lot Event Fee	\$50 (waived for non-profits)	Res 1284	7/1/2018	7/1/2011		
	Street Barricade Delivery Fee	\$25 + \$250 refundable deposit with approved street closure permit	Res 1284	7/1/2018	6/1/2010	no change	
	Map Copying and Research on Easements	Staff rate + printing charge	Res 1284	7/1/2018	7/1/2018	no change	
	Banner Installation	\$100 (waived for non-profits)	Res 1284	7/1/2018	4/1/2002	no change	
	Inspections for Construction Projects (Development/Capital)	2.5% of final construction estimate or \$560, whichever is greater	Res 1284	7/1/2018	7/1/2018	no change	
	Work-in-Right of Way Permit/Street Excavation (Construction) Permit Fee	\$125	Res 1284	7/1/2018	7/1/2018	no change	
	Work in Right-of-Way Permit Fee (without street excavation)	\$75	Res 1284	7/1/2018	7/1/2018	no change	
	Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee	\$100	Res 1284	7/1/2018	7/1/2015	no change	
	Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee	\$75	Res 1284	7/1/2018	7/1/2018	no change	
	Street Tree Fees for New Development	\$250 per tree, incl. planting & 1-year maintenance	Res 1299	7/1/2018	10/17/2018	no change	
	Street Signs: New and Replacements	Charge shall be determined based on state contract for similar commodity, quoted at time of request	Res 1284	7/1/2018	7/1/2015	no change	
	Design Exception	\$100				New fee and form to capture planned and/or in the field design changes.	
	Encroachment Application Permit Fee	\$50	Res 1284	7/1/2018	9/6/2000	no change	

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Building Number Installation Charge	\$50	Res 1284	7/1/2018	6/1/2010	no change
	Advance Finance Public Improvement Application Fee	\$150	Res 1284	7/1/2018	6/1/2010	no change
	Street Tree Removal Permit	\$25	Res 1284	7/1/2018	6/1/2010	no change
	Sewer Tap Fee (on-site connection)	\$100	Res 1284	7/1/2018	6/1/2010	no change
	House Move Permit	\$50	Res 1284	7/1/2018	6/1/2010	no change
	Fleet Services Labor Rate	\$81.50/hr	Res 1284	7/1/2018	7/1/2018	\$85.50
	Erosion Control					
		Base Rate, to 4 inspections				
	Single Family	\$240	Res 1284	7/1/2018	7/1/2018	no change
	Duplex	\$300	Res 1284	7/1/2018	7/1/2018	no change
	Triplex	\$360	Res 1284	7/1/2018	7/1/2018	no change
	Single Family Additions (disturbing less than 500 sq. ft.)	\$240	Res 1284	7/1/2018	7/1/2018	no change
		Base Rate, to 8 inspections				
	All Other Lots (Up to 1 acre)	\$500	Res 1284	7/1/2018	7/1/2018	no change
	Each additional acre	\$85	Res 1284	7/1/2018	7/1/2018	no change
	Each additional inspection	\$60	Res 1284	7/1/2018	7/1/2018	no change
	Violations	\$1000 per occurrence and \$250 per day if not corrected	Res 1284	7/1/2018	7/1/2018	no change
Utility Fees						
	Sewer/Stormwater					
	Combined Sewer/Stormwater Rates (monthly):					
	Residential Single Family	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	Residential , apartment, per unit	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	Mobile home	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	Reduced Sewer Rate	\$32.92	Res 1284	7/1/2018	7/1/2015	no change
	Elementary school, per student	\$1.82	Res 1284	7/1/2018	7/1/2015	no change
	Middle & High school, per student	\$2.41	Res 1284	7/1/2018	7/1/2015	no change
	Transient housing (1st unit)	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	Each additional bed	\$24.26	Res 1284	7/1/2018	7/1/2015	no change
	Nursing home (1st two beds)	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	Each additional bed	\$24.26	Res 1284	7/1/2018	7/1/2015	no change
	Commercial retail, minimum	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	per 100 cf of water use Nov-Mar	\$5.78	Res 1284	7/1/2018	7/1/2015	no change
	Commercial government, minimum	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	per 100 cf of water use Dec & Jan	\$5.78	Res 1284	7/1/2018	7/1/2015	no change
	Industrial, minimum	\$46.20	Res 1284	7/1/2018	7/1/2015	no change
	per 100 cf of water use	\$5.78	Res 1284	7/1/2018	7/1/2015	no change
	Late fee	\$10 per month after 45 days delinquent	Res 1284	7/1/2018	7/1/2014	no change
	Delinquent Account Certification Fee	\$50.00	Res 1284	7/1/2018	7/1/2014	no change
	Sanitary Sewer Extra Strength Charges					
	BOD:					
	Concentration 0 to 300 mg/L	Included in Base	Res 1284	7/1/2018	7/1/2015	no change
	Concentration 300 to 600 mg/L	\$1.18 per pound	Res 1284	7/1/2018	7/1/2015	no change
	Concentration 600 to 1200 mg/L	\$2.36 per pound	Res 1284	7/1/2018	7/1/2015	no change
	TSS:					
	Concentration 0 to 300 mg/L	Included in Base	Res 1284	7/1/2018	7/1/2015	no change
	Concentration 300 to 600 mg/L	\$1.18 per pound	Res 1284	7/1/2018	7/1/2015	no change
	Concentration 600 to 1200 mg/L	\$2.36 per pound	Res 1284	7/1/2018	7/1/2015	no change
	Industrial Wastewater Discharge Permit	\$5,000	Res 1284	7/1/2018	4/17/2013	no change
	Industrial Wastewater Discharge Permit application review fee	Staff rate	Res 1284	7/1/2018	7/1/2018	no change
	Sampling and analysis fee	Actual Cost	Res 1284	7/1/2018	7/1/2018	no change
	Street Maintenance Fee, Monthly					
	Residential Single Family	\$5	Res 1284	7/1/2018	7/1/2008	no change
	Multi-Family Residences	\$3.34/unit	Res 1284	7/1/2018	7/1/2008	no change
	Detached Senior Housing and Mobile Home Parks	\$2.09/unit	Res 1284	7/1/2018	7/1/2008	no change
	Attached Senior Housing and Congregate Care Facilities	\$1.04/unit	Res 1284	7/1/2018	7/1/2008	no change
	Non-residential	Varies: \$0.522 x trip value x units (\$5 min)	Res 1284	7/1/2018	7/1/2008	no change
	Park Maintenance Fee, Monthly					
	Residential and Multi-family, per dwelling unit	\$5.00	Res 1284	7/1/2018	1/1/2018	\$5.16
	Reduced rate	\$2.50	Ord 1466	7/1/2018	1/1/2018	\$2.58
	Commercial and Industrial, per utility account	\$5.00	Res 1284	7/1/2018	1/1/2018	\$5.16

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change	
Construction Excise Tax							
	Residential, per dwelling unit	\$1.00/sq ft				Change to \$1.00 for each sq ft rather than graduated by size	
	First 1,000 square feet	\$0.25/sq ft	Res 1284	7/1/2018	11/2/1994	delete	
	Next 500 square feet	\$0.50/sq ft	Res 1284	7/1/2018	11/2/1994	delete	
	Next 500 square feet	\$0.75/sq ft	Res 1284	7/1/2018	11/2/1994	delete	
	Above 2,000 square feet	\$1.00/sq ft	Res 1284	7/1/2018	11/2/1994	delete	
System Development Charges							
	Sanitary Sewer						
	Single-Family Residential SDC Per Dwelling Unit	\$2,781	Res 1284	7/1/2018	7/1/2018	\$2,849	
	Multi-Family Residential SDC Per Dwelling Unit	\$2,224	Res 1284	7/1/2018	7/1/2018	\$2,279	
	Commercial/Industrial SDC Based on Wastewater Flow <i>(Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC Amount)</i>	\$2,781	Res 1284	7/1/2018	7/1/2018	\$2,849	
	Stormwater						
	<i>Stormwater SDC based on Cost Per Trip times the Number of Trips estimated by the ITE Trip Generation Manual and the linked trip factor (ELNDT) adopted by the City in the most recent Transportation SDC update. The SDC varies by average weekday Equivalent Length New Daily Trips (ELNDT) as published by ITE Trip Manual for most land use categories.</i>						
	RESIDENTIAL	Amount	Per				
	210 Single Family Dwelling / ELNDT 9.52	\$242	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$248
	220 Multifamily / ELNDT 6.7	\$170	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$174
	230 Condo/Townhouse / ELNDT 4.93	\$125	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$128
	240 Mobile Home Park / ELNDT 3.54	\$90	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$92
	254 Assisted Living / ELNDT 3.87	\$68	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$70
	SELECTED LAND USES	Amount	Per*				
	110 General Light Industrial / ELNDT 7.0	\$178	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$182
	120 General Heavy Industrial / ELNDT 1.5	\$38	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$39
	130 Industrial Park / ELNDT 6.83	\$173	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$177
	140 Manufacturing / ELNDT 3.82	\$98	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$100
	150 Warehouse / ELNDT 5.0	\$127	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$130
	151 Mini-Warehouse / ELNDT 2.5	\$64	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$66
	160 Data Center / ELNDT .99	\$26	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$27
	310 Hotel / ELNDT 7.67	\$195	Room	Res 1284	7/1/2018	7/1/2018	\$200
	320 Motel / ELNDT 7.83	\$199	Room	Res 1284	7/1/2018	7/1/2018	\$204
	430 Golf Course / ELNDT 4.58	\$121	Acre	Res 1284	7/1/2018	7/1/2018	\$124
	444 Movie Theater w/ Matinee / ELNDT 16.37	\$416	Screen	Res 1284	7/1/2018	7/1/2018	\$426
	492 Health/Fitness Club / ELNDT 2.85	\$73	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$75
	520 Elementary School (Public) / ELNDT 0.5	\$12	Student	Res 1284	7/1/2018	7/1/2018	\$12
	522 Middle/Jr High School / ELNDT 8.68	\$221	Student	Res 1284	7/1/2018	7/1/2018	\$226
	530 High School / ELNDT 8.12	\$206	Student	Res 1284	7/1/2018	7/1/2018	\$211
	560 Church / ELNDT 6.8	\$172	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$176
	65 Day Care Center/Preschool / ELNDT 1.8	\$46	Student	Res 1284	7/1/2018	7/1/2018	\$47
	620 Nursing Home / ELNDT 3.87	\$99	Bed	Res 1284	7/1/2018	7/1/2018	\$101
	630 Clinic / ELNDT 33.4	\$849	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$870
	710 General Office Building / ELNDT 11.0	\$279	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$286
	720 Medical-Dental Office Building / ELNDT 36.1	\$917	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$940
	750 Office Park / ELNDT 9.70	\$246	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$252
	770 Business Park / ELNDT 10.57	\$269	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$276
	812 Building Materials/Lumber Store / ELNDT 32.17	\$817	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$837
	814 Specialty Retail Center / ELNDT 16.4	\$417	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$427
	815 Free Standing Discount Store / ELNDT 17.10	\$434	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$445
	820 Shopping Center / ELNDT 15.9	\$404	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$414
	841 Auto Sales / ELNDT 35.75	\$908	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$930
	848 Tire Store / ELNDT 10.74	\$273	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$280
	850 Supermarket / ELNDT 54.9	\$1,395	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$1,429
	853 Convenience Market / ELNDT 120.9	\$3,071	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$3,147
	862 Home Improvement Super Store / ELNDT 7.51	\$191	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$196
	880 Pharmacy/Drugstore / ELNDT 38.6	\$980	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$1,004
	881 Pharm/Drug w/ Drive Through / ELNDT 17.29	\$439	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$450
	890 Furniture Store / ELNDT 2.40	\$61	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$63
	911 Bank/Savings: Walk-in / ELNDT 69.7	\$1,771	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$1,815
	912 Drive in Bank / ELNDT 31.40	\$798	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$818
	925 Drinking Place / ELNDT 4.42	\$112	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$115
	931 Quality Restaurant / ELNDT 25.7	\$653	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$669
	932 High Turnover Sit Down Restaurant / ELNDT 36.23	\$921	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$944
	934 Fast Food Restaurant / ELNDT 106.7	\$2,711	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$2,778

EXHIBIT "A"

Department	Fee Description	Current Amount		Authority	Effective Date	Last amount change	Proposed change
	938 Coffee/Donut Drive Through / ELNDT 243.0	\$6,173	TSGFPA	Res 1284	7/1/2018	7/1/2018	\$6,325
	942 Automobile Care Center / ELNDT 14.8	\$376	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$385
	943 Auto Parts (i.e. Autozone) / ELNDT 1.52	\$39	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$40
	944 Gasoline/Service Station / ELNDT 30.4	\$722	VFP	Res 1284	7/1/2018	7/1/2018	\$740
	945 Gas/Service Station w/ Market / ELNDT 17.9	\$455	VFP	Res 1284	7/1/2018	7/1/2018	\$466
	946 Gas/Service Station w/ Car Wash / ELNDT 17.9	\$455	VFP	Res 1284	7/1/2018	7/1/2018	\$466
	Abbreviations * T.S.F.G.F.A. - Thousand Square Feet Gross Floor Area * T.S.F.G.L.A. - Thousand Square Feet Gross Leasable Area * V.F.P. - Vehicle Fueling Position						
	Transportation	Amount	Per				
	RESIDENTIAL						
	Single-Family per unit	\$3,361	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$3,444
	Multi-Family per unit	\$2,353	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$2,411
	230 Condo/Townhouse	\$1,850	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$1,896
	240 Mobile Home Park	\$1,775	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$1,819
	254 Assisted Living	\$931	Dwelling unit	Res 1284	7/1/2018	7/1/2018	\$954
	SELECTED LAND USES	Amount	Per*				
	110 General Light Industrial	\$2,452	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$2,512
	120 General Heavy Industrial	\$527	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$540
	130 Industrial Park	\$1,948	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$1,996
	140 Manufacturing	\$1,102	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$1,129
	150 Warehouse	\$1,746	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$1,789
	151 Mini-Warehouse	\$878	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$900
	160 Data Center	\$368	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$377
	310 Hotel	\$2,857	Room	Res 1284	7/1/2018	7/1/2018	\$2,927
	320 Motel	\$2,056	Room	Res 1284	7/1/2018	7/1/2018	\$2,107
	430 Golf Course	\$2,970	Acre	Res 1284	7/1/2018	7/1/2018	\$3,043
	444 Movie Theater w/ Matinee	\$81,613	Screen	Res 1284	7/1/2018	7/1/2018	\$83,621
	492 Health/Fitness Clum	\$8,159	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$8,360
	520 Elementary School (Public)	\$181	Student	Res 1284	7/1/2018	7/1/2018	\$185
	522 Middle/Jr High School	\$545	Student	Res 1284	7/1/2018	7/1/2018	\$558
	530 High School	\$511	Student	Res 1284	7/1/2018	7/1/2018	\$524
	560 Church	\$2,400	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$2,459
	565 Day Care Center/Preschool	\$629	Student	Res 1284	7/1/2018	7/1/2018	\$644
	620 Nursing Home	\$1,833	Bed	Res 1284	7/1/2018	7/1/2018	\$1,878
	630 Clinic	\$11,708	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$11,996
	710 General Office Building	\$3,867	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,962
	720 Medical-Dental Office Building	\$12,689	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$13,001
	750 Office Park	\$3,095	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,171
	770 Business Park	\$3,441	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,526
	812 Building Materials/Lumber Store	\$11,769	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$12,059
	814 Specialty Retail Center	\$5,753	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$5,895
	815 Free Standing Discount Store	\$2,595	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$2,659
	820 Shopping Center	\$5,573	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$5,710
	841 Auto Sales	\$12,245	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$12,546
	848 Tire Store	\$3,411	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,495
	850 Supermarket	\$19,304	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$19,779
	853 Convenience Market	\$42,452	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$43,496
	862 Home Improvement Super Store	\$2,255	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$2,310
	880 Pharmacy/Drugstore	\$13,550	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$13,883
	881 Pharm/Drug w/ Drive Through	\$4,272	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$4,377
	890 Furniture Store	\$186	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$191
	911 Bank/Savings: Walk-in	\$24,466	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$25,068
	912 Drive in Bank	\$1,833	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$1,878
	925 Drinking Place	\$37,728	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$38,656
	931 Quality Restaurant	\$9,003	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$9,224
	932 High Turnover Sit Down Restaurant	\$3,798	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,891
	934 Fast Food Restaurant	\$37,461	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$38,383
	938 Coffee/Donut Drive Through	\$10,024	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$10,271
	942 Automobile Care Center	\$5,025	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$5,149
	943 Auto Parts (ie. Autozone)	\$3,891	TSFGFA	Res 1284	7/1/2018	7/1/2018	\$3,987
	944 Gasoline/Service Station	\$10,931	VFP	Res 1284	7/1/2018	7/1/2018	\$11,200
	945 Gas/Service Station w/ Market	\$448	VFP	Res 1284	7/1/2018	7/1/2018	\$459
	946 Gas/Service Station w/Car Wash	\$1,271	VFP	Res 1284	7/1/2018	7/1/2018	\$1,302
	Abbreviations: ¹ T.S.F.G.F.A. = Thousand Square Feet Gross Floor Area ² T.S.F.G.L.A. = Thousand Square Feet Gross Leasable Area ³ V.F.P. = Vehicle Fueling Position						
	Parks						
	Residential - per dwelling unit						
	Single Family	\$5,672		Res 1284	7/1/2018	7/1/2018	\$5,812
	Multi-Family	\$5,905		Res 1284	7/1/2018	7/1/2018	\$6,051

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Manufactured Housing	\$4,737	Res 1284	7/1/2018	7/1/2018	\$4,854
	Non-Residential	\$455 per employee	Res 1284	7/1/2018	7/1/2018	\$466 per employee
	<p><i>Note: If the total number of employees cannot be ascertained the following calculation can be used instead. Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$455 (Example:25,000 SF/700 (Manufacturing General) = 35.7 x \$455 = \$16,243.50 SDC)</i></p>					<p><i>Note: If the total number of employees cannot be ascertained the following calculation can be used instead. Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$466 (Example:25,000 SF/700 (Manufacturing General) = 35.7 x \$466 = \$16,636.20 SDC)</i></p>
		Square feet per employee				
	Manufacturing:					
	General (700)	700	Res 1284	7/1/2018	7/1/2016	no change
	Food Related (775)	775	Res 1284	7/1/2018	7/1/2016	no change
	Textile, Apparel (575)	575	Res 1284	7/1/2018	7/1/2016	no change
	Lumber, Wood Products (560)	560	Res 1284	7/1/2018	7/1/2016	no change
	Paper & Related (1,400)	1,400	Res 1284	7/1/2018	7/1/2016	no change
	Printing & Publishing (600)	600	Res 1284	7/1/2018	7/1/2016	no change
	Chemicals, Petrol, Rubber, Plastics (850)	850	Res 1284	7/1/2018	7/1/2016	no change
	Cement, Stone, Clay, Glass (800)	800	Res 1284	7/1/2018	7/1/2016	no change
	Furniture & Furnishings (600)	600	Res 1284	7/1/2018	7/1/2016	no change
	Primary Metals (1,000)	1,000	Res 1284	7/1/2018	7/1/2016	no change
	Secondary Metals (800)	800	Res 1284	7/1/2018	7/1/2016	no change
	Non-Electrical Machinery (600)	600	Res 1284	7/1/2018	7/1/2016	no change
	Electrical Machinery (375)	375	Res 1284	7/1/2018	7/1/2016	no change
	Electrical Design (325)	325	Res 1284	7/1/2018	7/1/2016	no change
	Transportation Equipment (500)	500	Res 1284	7/1/2018	7/1/2016	no change
	Other (400)	400	Res 1284	7/1/2018	7/1/2016	no change
	Wholesale Trade:					
	Durable Goods (1,000)	1,000	Res 1284	7/1/2018	7/1/2016	no change
	Non-Durable Goods (1,100)	1,150	Res 1284	7/1/2018	7/1/2016	no change
	Warehousing:					
	Storage (20,000)	20,000	Res 1284	7/1/2018	7/1/2016	no change
	Distribution (2,500)	2,500	Res 1284	7/1/2018	7/1/2016	no change
	Trucking (1,500)	1,500	Res 1284	7/1/2018	7/1/2016	no change
	Communications (250)	250	Res 1284	7/1/2018	7/1/2016	no change
	Utilities (225)	225	Res 1284	7/1/2018	7/1/2016	no change
	Retail:					
	General (700)	700	Res 1284	7/1/2018	7/1/2016	no change
	Hardware (1,000)	1,000	Res 1284	7/1/2018	7/1/2016	no change
	Food Stores (675)	675	Res 1284	7/1/2018	7/1/2016	no change
	Restaurant/Bar (225)	225	Res 1284	7/1/2018	7/1/2016	no change
	Appliance/Furniture (1,000)	1,000	Res 1284	7/1/2018	7/1/2016	no change
	Auto Dealership (650)	650	Res 1284	7/1/2018	7/1/2016	no change
	Gas/Station - Gas Only (300)	300	Res 1284	7/1/2018	7/1/2016	no change
	Gas/Station - Gas & Service (400)	400	Res 1284	7/1/2018	7/1/2016	no change
	Regional Shopping Center (600)	600	Res 1284	7/1/2018	7/1/2016	no change
	Services:					
	Hotel/Motel (1,500)	1,500	Res 1284	7/1/2018	7/1/2016	no change
	Health Services - Hospital (500)	500	Res 1284	7/1/2018	7/1/2016	no change
	Health Services - Clinic (350)	350	Res 1284	7/1/2018	7/1/2016	no change
	Educational (1,300)	1,300	Res 1284	7/1/2018	7/1/2016	no change
	Cinema (1,100)	1,100	Res 1284	7/1/2018	7/1/2016	no change
	Personal Services - Office (600)	600	Res 1284	7/1/2018	7/1/2016	no change
	Finance, Insurance, Real Estate, Business Services- Office (350)	350	Res 1284	7/1/2018	7/1/2016	no change
	Government Administration (300)	300	Res 1284	7/1/2018	7/1/2016	no change
Planning						
	Annexation – Less than 1 acre	\$1,890 - (Base Fee)	Res 1284	7/1/2018	7/1/2017	\$1,980
	Annexation – 1 – 10 Acres	Plus \$110 per Acre	Res 1284	7/1/2018	7/1/2017	\$113
	Annexation – 11 – 50 Acres	Plus \$60 per Acre	Res 1284	7/1/2018	7/1/2017	\$62
	Annexation – 51+ Acres	Plus \$15 per Acre	Res 1284	7/1/2018	7/1/2017	\$16
	Annexation Legal Review – Development Agreement or Development Concept Plan	Applicant pays actual costs	Res 1284	7/1/2018	7/10/2009	no change
	Appeal - Interpretation or type II decision to Planning Commission	\$1,600	Res 1284	7/1/2018	7/10/2009	Change to: Appeal of Type I & Type II Decisions \$250
	Appeal - Planning Commission decision to City Council	\$1,920	Res 1284	7/1/2018	7/10/2009	Change to: Appeal of Type III Decisions \$1980

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Building Permit Site Plan Review					
	Single Family House	\$105 per application	Res 1284	7/1/2018	7/1/2017	\$150
	Duplex (including conversions of single family to duplex)	\$125 per application	Res 1284	7/1/2018	7/1/2017	\$175
	Non-Living Space addition (garage, carport, porch, etc)	\$50 per application	Res 1284	7/1/2018	7/1/2012	\$95
	Living Space addition (expansion and/or creation of accessory dwelling)	\$80 per application	Res 1284	7/1/2018	7/1/2017	\$125
	Multifamily	\$60 per unit (first 20 units)/\$12 per each additional unit)	Res 1284	7/1/2018	7/1/2017	no change
	Demolitions (Residential)	\$25	Res 1284	7/1/2018	7/1/2012	\$30
	Demolitions (Commercial or Industrial)	\$50	Res 1284	7/1/2018	7/1/2012	no change
	Residential or Commercial tenant improvements and remodels not involving additional square footage	\$25	Res 1284	7/1/2018	7/1/2015	\$30
	Signs	\$60 (\$12 for each additional sign)	Res 1284	7/1/2018	7/1/2017	\$75 (\$15 for each additional sign)
	Existing Wireless Telecommunications System Facility/Tower Modification	\$50	Res 1284	7/1/2018	7/1/2013	no change
	All other commercial and industrial based on building square footage: 0 to 2,000 square feet	\$105	Res 1284	7/1/2018	7/1/2017	\$150
	2,001 to 5,000 square feet	\$105 for the first 2,000 sq. ft. and \$1.75 for each additional 100 Sq. ft. or fraction thereof	Res 1284	7/1/2018	7/1/2017	\$300
	5,001 to 10,000 square feet	\$155 for the first 5,000 sq. ft. and \$1.50 for each additional 100 sq. ft. or fraction thereof	Res 1284	7/1/2018	7/1/2017	\$450
	10,001 to 50,000 square feet	\$165 for the first 10,000 sq. ft. and \$1.25 for each additional 100 sq. ft. or fraction thereof	Res 1284	7/1/2018	7/1/2017	\$600
	50,001 to 100,000 square feet	\$215 for the first 50,000 sq. ft. and \$1.00 for each additional 500 sq. ft. or fraction thereof	Res 1284	7/1/2018	7/1/2017	\$850
	100,001 square feet and up	\$265 for the first 100,000 sq. ft. and \$0.75 for each additional 1,000 sq. ft. or fraction thereof	Res 1284	7/1/2018	7/1/2017	\$1,000
	Comprehensive Plan Amendment	\$3,290	Res 1284	7/1/2018	7/1/2017	\$3,290 (plus \$720 if Measure 56 Notice required)
	Legislative Text	\$6,000				new
	Legislative Map	\$4,000				new
	Quasi-Judicial	\$2,000				new
	Conditional Use Permit	\$2,080	Res 1284	7/1/2018	7/1/2017	no change
	Condominium Construction, less than six units	\$285	Res 1284	7/1/2018	7/1/2017	no change
	Exception Application for Access Management Plan (16.46.B)	\$100				new
	Interpretation	\$590	Res 1284	7/1/2018	7/1/2017	\$550
	Lot Line Adjustment	\$530	Res 1284	7/1/2018	7/1/2017	no change
	Non-conforming Structure/Use	\$530	Res 1284	7/1/2018	7/1/2017	no change
	Parking Lot/Paving Projects	\$310	Res 1284	7/1/2018	7/1/2017	no change
	Partition - Major	\$1,390	Res 1284	7/1/2018	7/1/2017	no change
	Partition - Minor	\$1,310	Res 1284	7/1/2018	7/1/2017	no change
	Planned Unit Development	\$1,550	Res 1284	7/1/2018	7/1/2017	\$1,600
	Plat (Final) Review	\$110	Res 1284	7/1/2018	7/1/2017	\$250
	Pre-Application Conference					
	Type II (Administrative Review)	\$310	Res 1284	7/1/2018	7/1/2017	no change
	Types III or IV (Quasi-Judicial Review)	\$720	Res 1284	7/1/2018	7/1/2017	no change
	Preconstruction Conference	\$105 (+Staff rate over 2 hrs)	Res 1284	7/1/2018	7/1/2018	no change
	Minor Modification	\$105	Res 1284	7/1/2018	7/1/2017	\$110
	Multiple Land Use Application Submittal Discount	50% multiple application discount only applies to the lower cost application(s)	Res 1284	7/1/2018	7/1/2015	25% off each lower cost application
	Sidewalk Café Annual Permit Fee	\$25	Res 1284	7/1/2018	8/18/2009	\$50
	Sidewalk Café Annual Right of Way Rental Fee	\$1	Res 1284	7/1/2018	8/18/2009	\$2
	Site and Design Review (Type II)					Change to:
	Up to 0.5 acres	\$1,000	Res 1284	7/1/2018	7/1/2018	Up to 0.25 acres: \$1000
	Over 0.5 acres up to 2.5 acres	\$105 for each additional .1	Res 1284	7/1/2018	7/1/2017	Over 0.25 up to 2 acres: \$2000
	Over 2.5 acres up to 8.0 acres	\$105 for each additional .5 acres	Res 1284	7/1/2018	7/1/2017	Over 2 acres up to 5.0 acres: \$3000

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Over 8.0 acres up to 13 acres	\$105 for each additional 1.0 acres	Res 1284	7/1/2018	7/1/2017	Over 5.0 acres up to 8 acres: \$4000
	Over 13 acres	\$5,000 maximum	Res 1284	7/1/2018	7/1/2011	Over 8 acres: \$5000 maximum
	Site and Design Review (Type III)					
	Up to 0.5 acres	\$1,565	Res 1284	7/1/2018	7/1/2018	Up to 0.25 acres: \$1600
	Over 0.5 acres up to 2.5 acres	\$105 for each additional 0.1 acres	Res 1284	7/1/2018	7/1/2017	Over 0.25 up to 2 acres: \$2600
	Over 2.5 acres up to 8.0 acres	\$105 for each additional 0.5 acres	Res 1284	7/1/2018	7/1/2017	Over 2 acres up to 5.0 acres: \$3600
	Over 8.0 acres up to 13 acres	\$105 for each additional 1.0 acres	Res 1284	7/1/2018	7/1/2017	Over 5.0 acres up to 8 acres: \$4600
	Over 13 acres	\$5,000 maximum	Res 1284	7/1/2018	7/10/2009	Over 8 acres: \$5600 maximum
	Site Plan Development Engineering Plan Review Fee					
	Up to 1.0 acre	\$450	Res 1284	7/1/2018	7/1/2018	Up to 0.25 acres: \$500
	Over 1.0 acre up to 2.5 acres	\$30 for each additional 0.1 acres	Res 1284	7/1/2018	7/1/2018	Over 0.25 up to 2 acres: \$1000
	Over 2.5 acres up to 10 acres	\$30 for each additional 0.5 acres	Res 1284	7/1/2018	7/1/2018	Over 2 acres up to 5.0 acres: \$1500
	Over 10 acres up to 40 acres	\$30 for each additional 10 acres	Res 1284	7/1/2018	7/1/2018	Over 5.0 acres up to 8 acres: \$2000
	Over 40 acres	\$2,500 maximum	Res 1284	7/1/2018	7/1/2018	Over 8 acres: \$2500 maximum
	Special Permit (hardship)	\$105	Res 1284	7/1/2018	7/1/2017	no change
	Subdivision – 4 Lots	\$1,735 (Base Fee)	Res 1284	7/1/2018	7/1/2017	no change
	Subdivision – 5+ Lots	Base fee + \$115 per Lot	Res 1284	7/1/2018	7/1/2017	no change
	Public Improvement Engineering Plan Review Fee (Includes the following ROW Infrastructure: Street Pavement, Curbs, Driveway Returns, Sewer, Storm Drainage, Sidewalks, and Street Trees)	2% of public improvement installation costs	Res 1284	7/1/2018	7/1/2018	2% of public improvement installation costs (\$20,000 maximum)
	Temporary Vendor Permit	\$100 (\$50 non-profit)	Res 1284	7/1/2018	10/16/2009	no change
	Temporary Vendor Permit Renewal	\$50 (\$25 non-profit)	Res 1284	7/1/2018	7/1/2012	no change
	Text Amendment					Development Code Text Amendment (Chapter 16): \$3,020
		\$2,950	Res 1284	7/1/2018	7/1/2017	
	Traffic Engineering Scope	\$500 min. \$1,000 max. deposit	Res 1284	7/1/2018	7/1/2011	no change
	Traffic Impact Study	Applicant pays actual costs	Res 1284	7/1/2018	6/1/2010	no change
	Variance - Major	\$2,150	Res 1284	7/1/2018	7/1/2017	no change
	Variance - Minor Setback	\$530	Res 1284	7/1/2018	7/1/2017	no change
	Variance - Minor Sign	\$120	Res 1284	7/1/2018	7/1/2017	no change
	Withdrawal of Territory < 1 acre	\$1,388 (base fee)	Res 1284	7/1/2018	2/2/2011	no change
	Withdrawal of Territory - 1-10 acres	Plus \$79 per acre	Res 1284	7/1/2018	2/2/2011	no change
	Withdrawal of Territory 11-50 acres	Plus \$41 per acre	Res 1284	7/1/2018	2/2/2011	no change
	Withdrawal of Territory 51+ acres	Plus \$8 per acre	Res 1284	7/1/2018	2/2/2011	no change
	Zoning Letter					
	Basic (zone and use verification)	\$20	Res 1284	7/1/2018	7/1/2017	\$30
	Expansive (conformance research)	\$105	Res 1284	7/1/2018	7/1/2017	\$125
	Zoning Map Amendment	\$2,700	Res 1284	7/1/2018	7/1/2017	\$2,750
Building						
	Building Permit Fee					
	\$0 to \$3,000 valuation	\$80	Res 1284	7/1/2018	11/1/2008	no change
	\$3,001 to \$25,000 valuation	\$80 for the first \$3,000 and \$12 for each additional \$1,000 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	\$25,001 to \$50,000 valuation	\$344 for the first \$25,000 and \$9 for each additional \$1,000 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	\$50,001 to \$100,000 valuation	\$569 for the first \$50,000 and \$6 for each additional \$1,000 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	\$100,001 and up	\$869 for the first \$100,000 and \$5 for each additional \$1,000 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	Plan Review Fee	100% of Building Permit fee	Res 1284	7/1/2018	11/1/2008	no change
	Temporary Certificate of Occupancy	\$250	Res 1284	7/1/2018	11/1/2008	no change
	Deferred submittal processing and reviewing fee	Equal to the building permit fee for the valuation of the particular deferred portion or portions of the project, with a set minimum fee of \$300	Res 1284	7/1/2018	11/1/2008	no change
	Phased or Partial Building Permit plan review fee	\$300 plus 10% of the total project building permit fee not to exceed \$2,000 for each phase in addition to above fees	Res 1284	7/1/2018	11/1/2008	no change

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Inspections outside of normal business hours	\$160/hr (minimum charge – two hours)	Res 1284	7/1/2018	11/1/2008	no change
	Re-inspection Fees	\$80	Res 1284	7/1/2018	11/1/2008	no change
	Inspections for which no fee is specifically indicated	\$160/hr (minimum charge – 1/2 hour)	Res 1284	7/1/2018	11/1/2008	no change
	Additional plan review required by changes, additions or revisions to proposed or approved plans	\$160/hr (minimum charge – 1/2 hour)	Res 1284	7/1/2018	11/1/2008	no change
	Residential Fire Suppression Systems Combined Plan Permit and Plan Check Fees:					
	0 sq. ft to 2,000 sq. ft	\$160	Res 1284	7/1/2018	11/1/2008	no change
	2001 sq. ft. to 3600 sq. ft.	\$210	Res 1284	7/1/2018	11/1/2008	no change
	3601 sq. ft. to 7200 sq. ft.	\$269	Res 1284	7/1/2018	11/1/2008	no change
	7201 sq. ft. and greater	\$377	Res 1284	7/1/2018	11/1/2008	no change
	Mechanical Fee Schedule for New and Additions or Alterations, to One and Two Family Dwellings:					
	Install/Replace Furnace: Up to 100,000btu	\$24.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Install/Replace Furnace: Over 100,000btu	\$31.50 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Install/Replace/Relocate Heaters: Suspended, Wall or Floor Mounted.	\$24.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Appliance Vent	\$12.50 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Alteration Of Existing HVAC System	\$24.75	Res 1284	7/1/2018	11/1/2008	no change
	Air Handling Units	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Air Conditioning under 100,000btu	\$24.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Air Conditioning over 100,000btu	\$46.50 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Dryer Exhaust	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Hood	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Exhaust Fan Connected To A Single Duct	\$12.50 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Gas Piping: 1 To 4 Outlets	\$8.25	Res 1284	7/1/2018	11/1/2008	no change
	Gas Piping: Each Additional Outlet	\$2.25 per outlet	Res 1284	7/1/2018	11/1/2008	no change
	Fireplace	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Wood Stove	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Other	\$18.75 per appliance	Res 1284	7/1/2018	11/1/2008	no change
	Minimum Permit Fee	\$80	Res 1284	7/1/2018	11/1/2008	no change
	Plan Review Fee (Mechanical)	100% of Mechanical Permit fee	Res 1284	7/1/2018	11/1/2008	no change
	Mechanical Fee Schedule for New and Additions or Alterations to Commercial, Multi-Family and Industrial Projects:					
	\$0.00 to \$5000.00 valuation	\$80	Res 1284	7/1/2018	11/1/2008	no change
	\$5001.00 to \$10,000.00 valuation	\$80 for the first \$5000 and \$3 for each additional \$100 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	\$10,001.00 to \$100,000 valuation	\$230.00 for the first \$10,000.00 and \$12.00 for each additional \$1,000.00 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	\$100,001.00 and up	\$1,310 for the first \$100,000 and \$10 for each additional \$1,000 or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	Plan Review Fee (Mechanical)	37% of Mechanical Permit fee	Res 1284	7/1/2018	11/1/2008	no change
	Grading Permit Fee Schedule					
	50 cubic yards or less	\$80	Res 1284	7/1/2018	11/1/2008	no change
	51 to 100 cubic yards	\$117	Res 1284	7/1/2018	11/1/2008	no change
	101 to 1,000 cubic yards	\$117 for the first 100 cubic yards, plus \$55 for each additional 100 cubic yards or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	1,001 to 10,000 cubic yards	\$612 for the first 1,000 cubic yards, plus \$46 for each additional 1,000 cubic yards or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	10,001 to 100,000 cubic yards	\$1026 for the first 10,000 cubic yards, plus \$210 for each additional 10,000 cubic yards or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change
	100,001 cubic yards and up	\$2916 for the first 100,000 cubic yards, plus \$115 for each additional 10,000 cubic yards or fraction thereof	Res 1284	7/1/2018	11/1/2008	no change

EXHIBIT "A"

Department	Fee Description	Current Amount		Authority	Effective Date	Last amount change	Proposed change
	Plan Review Fee (Grading)	65% of Grading Permit fee		Res 1284	7/1/2018	11/1/2008	no change
	Manufactured Dwelling Installation						
	Installation and set up	\$350		Res 1284	7/1/2018	11/1/2008	no change
	Earthquake bracing when not part of original installation	\$280		Res 1284	7/1/2018	11/1/2008	no change
	Prescriptive Flat Fee Solar Installation	\$240		Res 1284	7/1/2018	7/1/2011	no change
Swim Center		In City	Out of City				
	Daily Admission - Youth	\$2.50	\$3.75	Res 1284	7/1/2018	6/1/2010	no change
	Daily Admission - Senior	\$2.50	\$3.75	Res 1284	7/1/2018	6/1/2010	no change
	Daily Admission - Adult	\$3.25	\$4.50	Res 1284	7/1/2018	6/1/2010	no change
	Daily Admission - Family	\$8.25	\$12.00	Res 1284	7/1/2018	6/1/2010	no change
	Tickets - 10 Swims Youth/Senior	\$25.00	\$37.50	Res 1284	7/1/2018	6/1/2010	no change
	Tickets - 10 Swims Adult	\$32.50	\$45.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 3 month - Youth	\$50.00	\$75.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 3 month - Senior	\$50.00	\$75.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 3 month - Adult	\$65.00	\$90.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 3 month - 1 + 1	\$97.50	\$135.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 3 month - Family	\$130.00	\$180.00	Res 1284	7/1/2018	6/1/2010	no change
	Pass 12 month - Youth	\$137.50	\$206.25	Res 1284	7/1/2018	6/1/2010	no change
	Pass 12 month - Senior	\$137.50	\$206.25	Res 1284	7/1/2018	6/1/2010	no change
	Pass 12 month - Adult	\$178.75	\$247.50	Res 1284	7/1/2018	6/1/2010	no change
	Pass 12 month - 1 + 1	\$268.00	\$371.25	Res 1284	7/1/2018	6/1/2010	no change
	Pass 12 month - Family	\$357.50	\$495.00	Res 1284	7/1/2018	6/1/2010	no change
	Water Exercise - Youth	\$2.50	\$3.75	Res 1284	7/1/2018	6/1/2010	no change
	Water Exercise - Senior	\$2.50	\$3.75	Res 1284	7/1/2018	6/1/2010	no change
	Water Exercise - Adult	\$3.25	\$4.50	Res 1284	7/1/2018	6/1/2010	no change
	Lessons - Public Lessons	\$4.00	\$6.00	Res 1284	7/1/2018	7/1/2017	no change
	Lessons - Spring Penguin	\$50.00	\$70.00	Res 1284	7/1/2018	6/1/2010	no change
	Lessons - Summer Penguin	\$80.00	\$100.00	Res 1284	7/1/2018	6/1/2010	no change
	Lessons - School Programs	by contract	\$100/hr	Res 1284	7/1/2018	7/1/2017	no change
	Rentals - Public - 2 hours, up to 30 persons	\$45.00 per hr	\$62.50 per hr	Res 1284	7/1/2018	7/1/2015	\$55 & \$75 per hr
	Rentals - Public - additional charge for 31-60 persons, then additional \$30 per each additional group of 30.	\$30.00	\$30.00	Res 1284	7/1/2018	7/1/2015	\$50
	Rentals - Canby Gators	by contract		Res 1284	7/1/2018	6/1/2010	no change
Cemetery							
	Grave Lots	Property	Perpetual Care Fee				
	Standard Grave Lot	\$450	\$700	Res 1284	7/1/2018	9/1/2005	\$600/\$900
	Child Grave Lot (1/2 sp)	\$150	\$350	Res 1284	7/1/2018	9/1/2005	\$240/\$360
	Baby Grave Lot (1/4 sp)	\$125	\$350	Res 1284	7/1/2018	9/1/2005	\$200/\$300
	Cremains Lot	\$300	\$100	Res 1284	7/1/2018	6/1/2010	\$200/\$300
	Grave Marking & Recording Fee	\$100		Res 1284	7/1/2018	7/1/2018	no change
	Cremains Opening & Closing	\$300 (includes marking and recording)		Res 1284	7/1/2018	6/1/2010	no change
	Headstone Marking Fee	\$50		Res 1284	7/1/2018	7/1/2018	no change
	Set up and take down of tent and chairs	\$150		Res 1284	7/1/2018	7/1/2018	no change
	Mausoleum Phase I	Property	Perpetual Care Fee				
	Single Crypts (1 space)	\$2,375	\$125				Replace existing listing to reflect available types at adjusted pricing and include separate column for Perpetual Care.
	Tandem Crypts (2 spaces)	\$6,650	\$350				
	Side by Side Crypts (4 space)	\$7,600	\$400				
	Exterior Single Crypts (1 space)						delete
	Sixth Level F	\$1,650		Res 1284	7/1/2018	9/1/2005	delete
	Fifth Level E	\$1,980		Res 1284	7/1/2018	9/1/2005	delete
	Fourth Level D	\$2,365		Res 1284	7/1/2018	9/1/2005	delete
	Third Level C	\$2,830		Res 1284	7/1/2018	9/1/2005	delete
	Second Level B	\$2,830		Res 1284	7/1/2018	9/1/2005	delete
	First and Westminster Level A (2 spaces)	\$3,350		Res 1284	7/1/2018	9/1/2005	delete
	Exterior Tandem Crypts (2 spaces)						
	Sixth Level F	\$2,805		Res 1284	7/1/2018	9/1/2005	delete
	Fifth Level E	\$3,115		Res 1284	7/1/2018	9/1/2005	delete
	Fourth Level D	\$3,465		Res 1284	7/1/2018	9/1/2005	delete

EXHIBIT "A"

Department	Fee Description	Current Amount	Authority	Effective Date	Last amount change	Proposed change
	Third Level C	\$3,915	Res 1284	7/1/2018	9/1/2005	delete
	Second Level B	\$3,915	Res 1284	7/1/2018	9/1/2005	delete
	First and Westminster Level A (4 spaces)	\$4,880	Res 1284	7/1/2018	9/1/2005	delete
	Exterior Side by Side Crypts (2 Sp)					
	Sixth Level F	\$2,905	Res 1284	7/1/2018	9/1/2005	delete
	Fifth Level E	\$3,255	Res 1284	7/1/2018	9/1/2005	delete
	Fourth Level D	\$3,610	Res 1284	7/1/2018	9/1/2005	delete
	Third Level C	\$4,335	Res 1284	7/1/2018	9/1/2005	delete
	Second Level B	\$4,335	Res 1284	7/1/2018	9/1/2005	delete
	First and Westminster Level A (4 spaces)	\$5,280	Res 1284	7/1/2018	9/1/2005	delete
	Niche Spaces	Property	Perpetual Care Fee			
		\$630	\$70			Replace existing listing to reflect available types at adjusted pricing and include separate column for Perpetual Care.
	Level 1 through 6	\$420	Res 1284	7/1/2018	9/1/2005	delete
	Level 7 through 10	\$350	Res 1284	7/1/2018	9/1/2005	delete
	Level 11 through 12	\$330	Res 1284	7/1/2018	9/1/2005	delete
	Mausoleum Phase II					Include separate column for Perpetual Care and adjust pricing
	Exterior Single Crypts (1 space)					Remove "Exterior" from name
	Sixth Level F	\$2,047	Res 1284	7/1/2018	9/1/2005	\$2375/\$125
	Fifth Level E	\$2,436	Res 1284	7/1/2018	9/1/2005	\$2850/\$150
	Fourth Level D	\$2,890	Res 1284	7/1/2018	9/1/2005	\$3420/\$180
	Third Level C	\$3,439	Res 1284	7/1/2018	9/1/2005	\$4085/\$215
	Second Level B	\$3,439	Res 1284	7/1/2018	9/1/2005	\$4085/\$215
	First and Westminster Level A (2 spaces)	\$4,053	Res 1284	7/1/2018	9/1/2005	\$5700/\$300
	Exterior Tandem Crypts (2 spaces)					
	Sixth Level F	\$3,409	Res 1284	7/1/2018	9/1/2005	\$3800/\$200
	Fifth Level E	\$3,775	Res 1284	7/1/2018	9/1/2005	\$4560/\$240
	Fourth Level D	\$4,359	Res 1284	7/1/2018	9/1/2005	\$5415/\$285
	Third Level C	\$5,215	Res 1284	7/1/2018	9/1/2005	\$6460/\$340
	Second Level B	\$5,215	Res 1284	7/1/2018	9/1/2005	\$6460/\$340
	First and Westminster Level A (4 spaces)	\$5,858	Res 1284	7/1/2018	9/1/2005	\$7695/\$405
	Exterior Side by Side Crypts (2 Sp)					
	Sixth Level F	\$3,527	Res 1284	7/1/2018	9/1/2005	\$3895/\$205
	Fifth Level E	\$3,940	Res 1284	7/1/2018	9/1/2005	\$4655/\$245
	Fourth Level D	\$4,359	Res 1284	7/1/2018	9/1/2005	\$5605/\$295
	Third Level C	\$5,215	Res 1284	7/1/2018	9/1/2005	\$6650/\$350
	Second Level B	\$5,215	Res 1284	7/1/2018	9/1/2005	\$6650/\$350
	First and Westminster Level A (4 spaces)	\$6,330	Res 1284	7/1/2018	9/1/2005	\$7980/\$420
	Opening & Closing for Crypts					
	Single Entombment	\$600	Res 1284	7/1/2018	7/1/2018	no change
	Tandem or Side by Side Entombment	\$650	Res 1284	7/1/2018	7/1/2018	no change
	Westminster Single Entombment	\$750	Res 1284	7/1/2018	7/1/2018	no change
	Westminster Tandem or Side by Side Entombment	\$800	Res 1284	7/1/2018	7/1/2018	no change
	Disentombment	\$1,000	Res 1284	7/1/2018	7/1/2018	no change
	Opening & Closing for Niches	\$350	Res 1284	7/1/2018	7/1/2018	
	Crypt Name Bar Installation	\$500	Res 1284	7/1/2018	7/1/2018	no change
	Niche Name Bar Installation	\$400	Res 1284	7/1/2018	7/1/2018	no change
	Emblems (Elks, Rotary, Cross, etc)	\$100	Res 1284	7/1/2018	7/1/2018	no change
	Extra Plastic Vase & Holder	\$90	Res 1284	7/1/2018	9/1/2005	no change
	Replace Plastic Vase	\$45	Res 1284	7/1/2018	9/1/2005	no change
	Weekend or Holiday Service, or Emergency Call Out for Funeral Services (additional fee)	\$300	Res 1284	7/1/2018	9/1/2005	no change
	Cemetery Title Transfer	\$100	Res 1284	7/1/2018	7/1/2018	no change



CITY OF CANBY
MASTER FEE SCHEDULE

Effective 7/1/2019
Resolution No. 1312

Table of Contents

General Fees	1
Administration Fees	2
Main Street Fees	3
Canby Independence Day Celebration Vendor Fees	3
Canby's Big Weekend Street Dance Vendor Fee	3
Canby Area Transit Fees.....	3
Police Fees.....	4
Court Fees	5
Library Fees	6
Park Fees	7
Swim Center Fees.....	7
Cemetery Fees	8
Utility Fees	9
Street Maintenance Fee.....	9
Park Maintenance Fee	9
Sewer and Stormwater Fees.....	9
Public Works Fees	10
System Development Charges	11
Park SDC's	11
Sanitary Sewer SDC's	12
Stormwater and Transportation SDC's	12
Planning Fees	14
Building Fees	16

General Fees

• Staff Rates for all Departments	Twice the hourly rate for Step 1 of the position
• Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided	25¢ per sheet
• Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided	75¢ per sheet
• Photocopies or Printouts-Black and White, size 11x17, single sided only	\$1.00 per sheet
• Photocopies or Printouts-Color, size 11x17, single sided only	\$1.25 per sheet
• Plotter prints (8 1/2 x 11)	\$2
• Plotter prints (11 x 17)	\$4
• Plotter prints (17 x 22)	\$6
• Plotter prints (24 x 36)	\$8
• Plotter prints (36 x 48)	\$10
• Records on CD/DVD/USB	\$10 plus staff time
• Public Records	Staff rate + materials costs (first 30 minutes no charge)
• Public Records-Faxing	50¢ per page sent
• Public Records-Mailing costs	Actual costs + \$1.00 handling fee
• Returned check fee	\$25
• Lien Search fee	\$30
• License/Permit/Certificate replacement fee	\$10

Administration Fees

• Business License-Annual	\$50
• Business License-Past Due	\$10 per month up to \$50
• Business License-Transfer or Assign	\$50
• Operating a Business without a License Penalty	\$100
• Liquor License Application New	\$100
• Liquor License Change of Ownership, Location, or Privilege	\$75
• Small Animal Permit	\$10
• Sidewalk Vending Permit	\$25
• Noise Variance fee	\$75
• Human Resources Application Fee (Police)	\$20
• Franchise Application and Review Fee-Telecommunications	Actual expenses (requires \$2,000 deposit)
• Registration Application Fee-Telecommunications Providers	\$100
• Annual Registration Fee-Telecommunications Providers	4% of gross revenues
• Right-of-Way Use Fee-Telecommunications Providers	\$2 per linear foot occupied (if no revenues earned in City)
• Franchise Fees-Telecommunications	7% gross revenue
• Franchise Fees-Cable	5% gross revenue
• Franchise Fees-Natural Gas	5% gross revenue
• Franchise Fees-Telephone	7% gross revenue
• Franchise Fees-Solid Waste	5% gross revenue
• In-lieu of Franchise Fees-Water/ Electric	5% of commodity sales
• In-lieu of Franchise Fees-Wastewater/ Stormwater	7% of service charge collected
• Transient Room Tax	6%
• Vertical Housing Tax Credit Application Fee	\$550
• Vertical Housing Tax Credit Annual Monitoring Fee	\$150

Main Street Fees

Canby Independence Day Celebration Vendor Fees

- Food Vendor Application
 - Early Bird (Before April 1) \$125
 - Regular Rate (April 1 - May 1) \$175
 - Advanced Rate (May 2 - May 31) \$250
 - Final Rate (June 1 - July 1) \$500
 - Specific Location \$50 (extra)
 - Electricity \$25 (per outlet)
- Beer/Wine Garden Vendor Application 10% of total sales
- Local Arts/Crafts Vendor Application
 - Regular Rate \$45
 - Advanced Rate (May 2 - May 31) \$65
 - Specific Location \$50 (extra)
- Outside City Limits Arts/Crafts
 - Regular Rate \$65
 - Advanced Rate (May 2 - May 31) \$85
 - Specific Location \$50 (extra)
- Parade Fee (Campaigns/Businesses) \$25
- Tie-dyed Shirts \$5
- Car Show
 - Early Bird (Before June 1) \$8
 - Regular (After June 1) \$10

Canby's Big Weekend Street Dance Vendor Fee

- Food Vendor Application \$50
- Beer/Wine Garden Vendor Application \$250 or 15% of total sales (whichever is greater)

Canby Area Transit Fees

- General Public Dial-A-Ride \$1.00 per boarding
- Complimentary Paratransit Dial-A-Ride \$1.00 per boarding
- Oregon City Dial-A-Ride \$1.00 per boarding
- Shopping Shuttle Services no charge
- Commuter and Fixed-Route Bus Service \$1.00 per boarding
- Monthly Pass \$20/calendar month
- Punch Pass (24 rides) \$20 (no expiration)
- Payroll and self-employment tax 0.6%

Police Fees

- Alarm User Fees
 - Permit Registration and Annual Renewal
 - Seniors 65+ and Government entities
 - \$25 annually
 - \$10 annually
 - Appeal Fee
 - \$25 per request
 - Late Payment Fee
 - \$25
 - Reinstatement Fee for a suspended alarm
 - \$25
 - False Alarm
 - First False Alarm
 - Alarm School or \$50
 - Second False Alarm
 - \$75
 - Third False Alarm
 - \$100
 - Fourth or more False Alarms
 - \$150 each
 - Operating an Alarm System that is Suspended
 - First Time
 - \$200
 - Second and Subsequent Times
 - \$300
- Alarm Companies
 - Failure to report new install
 - \$50
 - False Alarm caused by Alarm Company
 - \$100
 - Calling on Suspended Alarm Site
 - First Time
 - \$100
 - Second and Subsequent Times
 - \$200
 - Failure to use Enhanced Call Confirmation Procedures
 - \$100
 - All Late Charges
 - \$25
 - Suspension Reinstatement Fee and Mailing Costs
 - \$200 + \$10 per customer if contacted
 - Appeal Fee
 - \$25 per request
- Citation - Copy
 - \$5
- Fingerprinting
 - \$20 plus \$10 each additional card
- Name Check Response Letter
 - \$5 for a no record form letter
 - \$10 for a list of reports
- Officer's Notes - Copy
 - \$5 (per officer requested)
- Photos/Videos on CD
 - \$20
- Police Report - Copy
 - \$10 DMV accident Report, \$15 Police Reports (plus 25¢ per pg. after 10 pages)
- Public Records - Admin Research
 - Staff rate + materials costs
- Radar Certification
 - \$5
- Impounded Animal Redemption Fee
 - \$50 plus cost of boarding
- Secondhand Dealer Application Fee
 - \$50
- Secondhand Dealer Annual Permit Fee
 - \$100
- Special Event Security
 - Staff rate
- Temporary/Special Event Liquor License
 - \$35
- Vehicle Release
 - \$125

Court Fees

• Appeal Transcript Fee	\$35
• Civil Compromise Fee	\$150
• Court Appointed Attorney Fee	\$200
• Collections Referral Fee	25% of outstanding balance (by statute), not to exceed \$250
• Discovery Fee	\$10 reports; \$20 CD/DVD; \$5 citations
• DUII Diversion Filing Fee	\$200
• Expungement Filing Fee	\$100
• Failure to Appear at Trial Fee	\$100
• Failure to Comply Suspension Fee	\$50
• Fix It Dismissal Fee	\$50
• Good Driver Class Deferred Sentence Fee	\$50 less than presumptive fine schedule of offense
• Guilty by Default Letter Fee	\$50
• Juvenile Deferred Sentence Fee	\$61, \$41, \$27 or \$14 based on offense class
• Late Payment Letter Fee	\$25
• Minor in Possession Deferred Sentence Fee	\$150
• Misdemeanor Deferred Sentence Fee	\$250
• Motion to Reopen Case Fee	\$35
• Parking Ticket Late Fee	City fine doubles after 14 days (fine ranges \$15 to \$25)
• Payment Plan Fee	\$25, new or refinanced plan
• Public Records Request Fee	\$5 1st page, 25¢ each additional page)
• Returned Check Fee	\$50 (includes demand letter certified)
• Show Cause Fee/Order to Appear Fee	\$50
• Warrant Issued Fee	\$50

Library Fees

- Library Cards

- Clackamas County residents Free
- Out-of-County Fee* \$95
- Library Card Replacement Fee \$1

**Residents who live in Oregon in Multnomah County, Washington County, Hood River County or those who reside in the Fort Vancouver Regional Library District or the City of Camas Washington, may obtain a LINCC library card without paying a non-resident fee.*

- Overdue Items

- Adult and Children's print & non-print items 25¢ per day (\$3 maximum per children's item; \$5 maximum for all other materials)
- Oregon State Park passes \$5 per day up to replacement cost
- Laptops and accessories \$5 per hour up to replacement cost
- Library of Things items \$5 per day up to replacement cost

- Lost or Damaged Items

Cost of material as indicated in the library's database

- Books (Missing book jacket) \$3
- CD Audiobooks
 - Disc \$10 per disc
 - CD case \$5
- DVDs
 - Bonus disc \$5
 - DVD case \$3
 - Jacket or paper insert \$3
 - Booklet \$5
- Music CDs
 - Case \$4
 - Part of case (top or bottom) \$2
 - Insert \$5
- Oregon State Park Pass \$30
- Puppets \$10
- Children's Kits Cost of each component as listed in the item record
- RFID Labels
 - Stingray Label \$1
 - Missing Barcodes \$1
- Laptops \$350
- Headphones \$20
- USB hub \$30
- Mouse \$10
- Library of Things items Replacement cost of the item

- Copying and Printing

- Black and White (Self-Serve) 15¢/page
- Color (Self-Serve) 50¢/page

Park Fees

	In City	Out of City
• Rental of Gazebo in Wait Park (waived for non-profits)	\$132	\$264
• Rental of Wait Park (waived for non-profits)	\$450	\$900

Swim Center Fees

	In City	Out of City
• Daily Admission		
○ Youth	\$2.50	\$3.75
○ Senior	\$2.50	\$3.75
○ Adult	\$3.25	\$4.50
○ Family	\$8.25	\$12.00
• Tickets		
○ 10 Swims Youth/Senior	\$25.00	\$37.50
○ 10 Swims Adult	\$32.50	\$45.00
• Passes		
○ 3 month - Youth	\$50.00	\$75.00
○ 3 month - Senior	\$50.00	\$75.00
○ 3 month - Adult	\$65.00	\$90.00
○ 3 month - 1 + 1	\$97.50	\$135.00
○ 3 month - Family	\$130.00	\$180.00
○ 12 month - Youth	\$137.50	\$206.25
○ 12 month - Senior	\$137.50	\$206.25
○ 12 month - Adult	\$178.75	\$247.50
○ 12 month - 1 + 1	\$268.00	\$371.25
○ 12 month - Family	\$357.50	\$495.00
• Water Exercise		
○ Youth	\$2.50	\$3.75
○ Senior	\$2.50	\$3.75
○ Adult	\$3.25	\$4.50
• Lessons		
○ Public Lessons	\$4.00	\$6.00
○ Spring Penguin	\$50.00	\$70.00
○ Summer Penguin	\$80.00	\$100.00
○ School Programs	by contract	\$100.00 per hr
• Rentals		
○ Public - 2 hours, up to 30 persons	\$55 per hr	\$75 per hr
○ Public - additional charge for 31-60 persons, then additional \$30 per each additional group of up to 30.	\$50	\$50
○ Canby Gators		by contract

Cemetery Fees

• Grave Marking & Recording Fee		\$100
• Cremains Opening & Closing (includes marking and recording)		\$300
• Opening & Closing for Crypts		
○ Single Entombment		\$600
○ Tandem or Side by Side Entombment		\$650
○ Westminster Single Entombment		\$750
○ Westminster Tandem or Side by Side Entombment		\$800
○ Disentombment		\$1,000
• Opening & Closing for Niches		\$350
• Headstone Marking Fee		\$50
• Set up and take down of tent and chairs		\$150
• Crypt Name Bar Installation		\$500
• Niche Name Bar Installation		\$400
○ Emblems (Elks, Rotary, Cross, etc.)		\$100
• Extra Plastic Vase & Holder		\$90
• Replacement of Plastic Vase		\$45
• Weekend or Holiday Services or Emergency Call Out for Funeral Services (additional fee)		\$300
• Cemetery Title Transfer		\$100
• Grave Lots	Property	Perpetual Care Fee
○ Standard Grave Lot	\$600	\$900
○ Child Grave Lot (1/2 sp)	\$240	\$360
○ Baby Grave Lot (1/4 sp)	\$200	\$300
○ Cremains Lot	\$200	\$300
• Niche Spaces	\$630	\$70
• Mausoleum Phase I		
○ Single Crypts (1 space)	\$2,375	\$125
○ Tandem Crypts (2 spaces)	\$6,650	\$350
○ Side by Side Crypts (4 Spaces)	\$7,600	\$400
• Mausoleum Phase II		
○ Single Crypts (1 space)		
▪ Sixth Level F	\$2,375	\$125
▪ Fifth Level E	\$2,850	\$150
▪ Fourth Level D	\$3,420	\$180
▪ Third Level C or Second Level B	\$4,085	\$215
▪ First and Westminster Level A (2 spaces)	\$5,700	\$300
○ Tandem Crypts (2 spaces)		
▪ Sixth Level F	\$3,800	\$200
▪ Fifth Level E	\$4,560	\$240
▪ Fourth Level D	\$5,415	\$285
▪ Third Level C or Second Level B	\$6,460	\$340
▪ First and Westminster Level A (4 spaces)	\$7,695	\$405
○ Side by Side Crypts (2 Spaces)		
▪ Sixth Level F	\$3,895	\$205
▪ Fifth Level E	\$4,655	\$245
▪ Fourth Level D	\$5,605	\$295
▪ Third Level C or Second Level B	\$6,650	\$350
▪ First and Westminster Level A (4 spaces)	\$7,980	\$420

Utility Fees

Street Maintenance Fee

- Residential Single Family \$5 per month
- Multi-Family Residences \$3.34/unit per month
- Detached Senior Housing and Mobile Home Parks \$2.09/unit per month
- Attached Senior Housing and Congregate Care Facilities \$1.04/unit per month
- Non-residential Varies: \$0.522 x trip value x units (\$5 min) per month

Park Maintenance Fee

- Residential and Multi-family \$5.16 per dwelling unit per month
- Residential reduced rate (must meet criteria to qualify) \$2.58 per dwelling unit per month
- Commercial and Industrial \$5.16 per utility account per month

Sewer and Stormwater Fees

- Combined Sewer/Stormwater Rates (monthly):
 - Residential Single Family \$46.20
 - Residential , apartment, per unit \$46.20
 - Mobile home \$46.20
 - Reduced Sewer Rate (must meet criteria to qualify) \$32.92
 - Elementary school, per student \$1.82
 - Middle & High school, per student \$2.41
 - Transient housing (1st unit) \$46.20
 - Each additional bed \$24.26
 - Nursing home (1st two beds) \$46.20
 - Each additional bed \$24.26
 - Commercial retail, minimum \$46.20
 - per 100 cf of water use Nov-Mar \$5.78
 - Commercial government, minimum \$46.20
 - per 100 cf of water use Dec & Jan \$5.78
 - Industrial, minimum \$46.20
 - per 100 cf of water use \$5.78
- Late fee \$10 per month after 45 days delinquent
- Delinquent Account Certification Fee \$50
- Sanitary Sewer Extra Strength Charges
 - BOD and TSS:
 - Concentration 0 to 300 mg/L Included in Base
 - Concentration 300 to 600 mg/L \$1.18 per pound
 - Concentration 600 to 1200 mg/L \$2.36 per pound
- Industrial Wastewater Discharge Permit \$5,000
- Industrial Wastewater Discharge Permit application review fee Staff Rate
- Sampling and Analysis Fee Actual Cost

Public Works Fees

• Public Works Labor Rate	Staff Rate
• Fleet Services Labor Rate	\$85.50 per hour
• Equipment Rates (does not include operator, see staff rate):	
○ Vactor Truck	\$85 per hour
○ Street Sweeper	\$80 per hour
○ TV Van	\$75 per hour
○ High Ranger	\$40 per hour
○ Dump Truck	\$65 per hour
○ Backhoe	\$35 per hour
○ Pickup truck	\$15 per hour
• Street Closure Request	\$50 (waived for non-profits)
• Railroad Parking Lot Event Fee	\$50 (waived for non-profits)
• Street Barricade Delivery Fee	\$25 + \$250 refundable deposit with approved street closure permit
• Map Copying and Research on Easements	staff rate + printing charge
• Banner Installation	\$100 (waived for non-profits)
• Inspections for Construction Projects (Development/Capital)	2.5% of final construction estimate or \$560 whichever is greater
• Work-in-Right of Way Permit/ Street Excavation (Construction)	\$125
• Work in Right-of-Way Permit Fee without street excavation	\$75
• Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee	\$100
• Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee	\$75
• Street Tree Fees for New Development	\$250 per tree, incl. planting & 1-year maintenance
• Street Signs: New and Replacements	Charge shall be determined based on state contract for similar commodity, quoted at time of request
• Design Exception	\$100
• Encroachment Application Permit Fee	\$50
• Building Number Installation Charge	\$50
• Advance Finance Public Improvement Application Fee	\$150
• Street Tree Removal Permit	\$25
• Sewer Tap Fee (on-site connection)	\$100
• House Move Permit	\$50
• Erosion Control	Base Rate, to 4 inspections
○ Single Family	\$240
○ Duplex	\$300
○ Triplex	\$360
○ Single Family Additions (disturbing < 500 sq. ft.)	\$240
	Base Rate, to 8 inspections
○ All Other Lots (Up to 1 acre)	\$500
▪ Each additional acre	\$85
▪ Each additional inspection	\$60
▪ Violations	\$1,000 per occurrence and \$250 per day if not corrected

System Development Charges

Park SDC's

- Single Family \$5,812 per dwelling unit
- Multi-Family \$6,051 per dwelling unit
- Manufactured Housing \$4,854 per dwelling unit
- Non-Residential \$466 per employee

Note: If the total number of employees cannot be ascertained the following calculation can be used instead.

Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$466 (Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$466 = \$16,636.20 SDC)

• Manufacturing:	Square Feet per Employee
○ General	700
○ Food Related	775
○ Textile, Apparel	575
○ Lumber, Wood Products	560
○ Paper & Related	1,400
○ Printing & Publishing	600
○ Chemicals, Petrol, Rubber, Plastics	850
○ Cement, Stone, Clay, Glass	800
○ Furniture & Furnishings	600
○ Primary Metals	1,000
○ Secondary Metals	800
○ Non-Electrical Machinery	600
○ Electrical Machinery	375
○ Electrical Design	325
○ Transportation Equipment	500
○ Other	400
• Warehousing:	
○ Storage	20,000
○ Distribution	2,500
○ Trucking	1,500
○ Communications	250
○ Utilities	225
• Wholesale Trade:	
○ Durable Goods	1,000
○ Non-Durable Goods	1,150
• Retail:	
○ General	700
○ Hardware	1,000
○ Food Stores	675
○ Restaurant/Bar	225
○ Appliance/Furniture	1,000
○ Auto Dealership	650
○ Gas/Station - Gas Only	300
○ Gas/Station - Gas & Service	400
○ Regional Shopping Center	600
• Services:	
○ Hotel/Motel	1,500
○ Health Services - Hospital	500
○ Health Services - Clinic	350
○ Educational	1,300
○ Cinema	1,100
○ Personal Services - Office	600
○ Government Administration	300
○ Finance, Insurance, Real Estate, Business Services- Office	350

Sanitary Sewer SDC's

- Single-Family Residential SDC \$2,849 per Dwelling Unit
- Multi-Family Residential SDC \$2,279 per Dwelling Unit
- Commercial/Industrial SDC Based on Wastewater Flow \$2,849
(Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC)

Stormwater and Transportation SDC's

Stormwater SDC based on Cost Per Trip times the Number of Trips estimated by the ITE Trip Generation Manual and the linked trip factor (ELNDT) adopted by the City in the most recent Transportation SDC update. The SDC varies by average weekday Equivalent Length New Daily Trips (ELNDT) as published by ITE Trip Manual for most land use categories.

Abbreviations

- TSGFA** - Thousand Square Feet Gross Floor Area
- TSGLA** - Thousand Square Feet Gross Leasable Area
- VFP** - Vehicle Fueling Position

	Stormwater	Transportation	Per
RESIDENTIAL			
○ 210 Single Family Dwelling / ELNDT 9.52	\$248	\$3,444	Dwelling Unit
○ 220 Multifamily / ELNDT 6.7	\$174	\$2,411	Dwelling Unit
○ 230 Condo/Townhouse / ELDNT 4.93	\$128	\$1,896	Dwelling Unit
○ 240 Mobile Home Park / ELDNT 3.54	\$92	\$1,819	Dwelling Unit
○ 254 Assisted Living / ELDNT 3.87	\$70	\$954	Dwelling Unit
SELECTED LAND USES			
○ 110 General Light Industrial / ELNDT 7.0	\$182	\$2,512	TSGFA
○ 120 General Heavy Industrial / ELNDT 1.5	\$39	\$540	TSGFA
○ 130 Industrial Park / ELNDT 6.83	\$177	\$1,996	TSGFA
○ 140 Manufacturing / ELDNT 3.82	\$100	\$1,129	TSGFA
○ 150 Warehouse / ELNDT 5.0	\$130	\$1,789	TSGFA
○ 151 Mini-Warehouse / ELNDT 2.5	\$66	\$900	TSGFA
○ 160 Data Center / ELDNT .99	\$27	\$377	TSGFA
○ 310 Hotel / ELDNT 7.67	\$200	\$2,927	Room
○ 320 Motel / ELDNT 7.83	\$204	\$2,107	Room
○ 430 Golf Course / ELDNT 4.78	\$124	\$3,043	Acre
○ 444 Movie Theater w/ Matinee / ELDNT 16.37	\$426	\$83,621	Screen
○ 492 Health/Fitness Club / ELDNT 2.85	\$75	\$8,360	TSGFA
○ 520 Elementary School (Public) / ELNDT 0.5	\$12	\$185	Student
○ 522 Middle/Jr High School / ELDNT 8.68	\$226	\$558	Student
○ 530 High School / ELDNT 8.12	\$211	\$524	Student
○ 560 Church / ELNDT 6.8	\$176	\$2,459	TSGFA
○ 565 Day Care Center/Preschool / ELNDT 1.8	\$47	\$644	Student
○ 620 Nursing Home / ELDNT 3.87	\$101	\$1,878	Bed
○ 630 Clinic / ELNDT 33.4	\$870	\$11,996	TSGFA
○ 710 General Office Building / ELNDT 11.0	\$286	\$3,962	TSGFA
○ 720 Medical-Dental Office Building / ELNDT 36.1	\$940	\$13,001	TSGFA
○ 750 Office Park / ELDNT 9.7	\$252	\$3,171	TSGFA
○ 770 Business Park / ELDNT 10.57	\$276	\$3,526	TSGFA
○ 812 Building Materials/Lumber Store / ELDNT 32.17	\$837	\$12,059	TSGFA

Stormwater and Transportation SDC's (Continued)

	Stormwater	Transportation	Per
○ 814 Specialty Retail Center / ELNDT 16.4	\$427	\$5,895	TSFGLA
○ 815 Free Standing Discount Store / ELDNT 17.1	\$445	\$2,659	TSFGLA
○ 820 Shopping Center / ELDNT 15.9	\$414	\$5,710	TSFGFA
○ 841 Auto Sales / ELDNT 35.75	\$930	\$12,546	TSFGFA
○ 848 Tire Store / ELDNT 10.74	\$280	\$3,495	TSFGFA
○ 850 Supermarket / ELDNT 54.9	\$1,429	\$19,779	TSFGFA
○ 853 Convenience Market / ELDNT 120.9	\$3,147	\$43,496	TSFGFA
○ 862 Home Improvement Super Store / ELDNT 7.51	\$196	\$2,310	TSFGFA
○ 880 Pharmacy/Drugstore / ELDNT 38.6	\$1,004	\$13,883	TSFGFA
○ 881 Pharm/Drug w/ Drive Through / ELDNT 17.29	\$450	\$4,377	TSFGFA
○ 890 Furniture Store / ELDNT 2.4	\$63	\$191	TSFGFA
○ 911 Bank/Savings: Walk-in / ELDNT 69.7	\$1,815	\$25,068	TSFGFA
○ 912 Drive in Bank / ELDNT 31.4	\$818	\$1,878	TSFGFA
○ 925 Drinking Place / ELDNT 4.42	\$115	\$38,656	TSFGFA
○ 931 Quality Restaurant / ELDNT 25.7	\$669	\$9,224	TSFGFA
○ 932 High Turnover Sit Down Restaurant / ELDNT36.23	\$944	\$3,891	TSFGFA
○ 934 Fast Food Restaurant / ELDNT 106.7	\$2,778	\$38,383	TSFGFA
○ 938 Coffee/Donut Drive Through / ELDNT 243	\$6,325	\$10,271	TSFGFA
○ 942 Automobile Care Center / ELDNT 14.8	\$385	\$5,149	TSFGLA
○ 943 Auto Parts / ELDNT 1.52	\$40	\$3,987	TSFGLA
○ 944 Gasoline/Service Station / ELDNT 30.4	\$740	\$11,200	VFP
○ 945 Gas/Service Station w/ Market / ELDNT 17.9	\$466	\$459	VFP
○ 946 Gas/Service Station w Car Wash / ELDNT 17.9	\$466	\$1,302	VFP

Planning Fees

- Annexations
 - Less than 1 acre \$1,980 - (Base Fee)
 - 1 – 10 Acres Plus \$113 per Acre
 - 11 – 50 Acres Plus \$62 per Acre
 - 51+ Acres Plus \$16 per Acre
 - Legal Review – Development Agreement or Development Concept Plan Applicant pays actual costs
- Appeals
 - Type I or Type II Land Use Decision (refunded is appellant prevails at the hearing) \$250
 - Type III Land Use Decision \$1,980
- Building Permit Site Plan Review
 - Single Family House \$150 per application
 - Duplex (including conversions of single family to duplex) \$175 per application
 - Non-Living Space addition (garage, carport, porch, etc) \$95 per application
 - Living Space addition (expansion and/or creation of accessory dwelling) \$125 per application
 - Multifamily \$60 per unit (first 20 units)/\$12 per each additional unit
 - Demolitions (Residential) \$30
 - Demolitions (Commercial or Industrial) \$50
 - Residential or Commercial tenant improvements and remodels not involving additional square footage \$30
 - Signs \$75 (\$15 for each additional sign)
 - Existing Wireless Telecommunications System Facility/Tower Modification \$50
 - All other commercial and industrial based on building square footage:
 - 0 to 2,000 square feet \$150
 - 2,001 to 5,000 square feet \$300
 - 5,001 to 10,000 square feet \$450
 - 10,001 to 50,000 square feet \$600
 - 50,001 to 100,000 square feet \$850
 - 100,001 square feet and up \$1,000
- Comprehensive Plan Amendment \$3,290 (plus \$720 if Measure 56 notice is required)
 - Legislative Text \$6,000
 - Legislative Map \$4,000
 - Quasi-Judicial \$2,000
- Conditional Use Permit \$2,080
- Condominium Construction, less than six units \$285
- Construction Excise Tax \$1 per sq. ft. per residential dwelling unit
- Exception Application for Access Management Plan (16.46.070B) \$100
- Interpretation \$550
- Lot Line Adjustment \$530
- Non-conforming Structure/Use \$530
- Parking Lot/Paving Projects \$310

Planning Fees (Continued)

• Partition - Minor	\$1,310
• Partition - Major	\$1,390
• Planned Unit Development	\$1,600
• Plat (Final) Review	\$250
• Pre-Application Conference	
○ Type II (Administrative Review)	\$310
○ Types III or IV (Quasi-Judicial Review)	\$720
• Preconstruction Conference	\$105 + staff rate over 2 hours
• Public Improvement Engineering Plan Review Fee (Includes the following ROW Infrastructure: Street Pavement, Curbs, Driveway Returns, Sewer, Storm Drainage, Sidewalks, and Street Trees.)	2% of public improvement installation costs (\$20,000 maximum)
• Minor Modification	\$110
• Multiple Land Use Application Submittal Discount	25% off each lower cost application
• Sidewalk Café Annual Permit Fee	\$50
• Sidewalk Café Annual Right of Way Rental Fee	\$2
• Site and Design Review (Type II)	
○ Up to 0.25 Acres	\$1,000
○ Over 0.25 up to 2 Acres	\$2,000
○ Over 2 up to 5 Acres	\$3,000
○ Over 5 up to 8 Acres	\$4,000
○ Over 8 Acres	\$5,000 maximum
• Site and Design Review (Type III)	
○ Up to 0.25 Acres	\$1,600
○ Over 0.25 up to 2 Acres	\$2,600
○ Over 2 up to 5 Acres	\$3,600
○ Over 5 up to 8 Acres	\$4,600
○ Over 8 Acres	\$5,600 maximum
• Site Plan Development Engineering Plan Review Fee	
○ Up to 0.25 Acres	\$500
○ Over 0.25 up to 2 Acres	\$1,000
○ Over 2 up to 5 Acres	\$1,500
○ Over 5 up to 8 Acres	\$2,000
○ Over 8 Acres	\$2,500 (Maximum)
• Special Permit (hardship)	\$105
• Subdivision – 4 Lots	\$1,735 (Base Fee)
• Subdivision – 5+ Lots	Base fee + \$115 per Lot
• Temporary Vendor Permit	\$100 (\$50 non-profit)
• Temporary Vendor Permit Renewal	\$50 (\$25 non-profit)
• Development Code Text Amendment (Chapter 16)	\$3,020
• Traffic Engineering Scope	\$600 min. \$1,000 max. deposit
• Traffic Impact Study	Applicant pays actual costs
• Variance	
○ Major	\$2,150
○ Minor Setback	\$530
○ Minor Sign	\$120

Planning Fees (Continued)

- Withdrawal of Territory
 - < 1 acre \$1,388 (base fee)
 - 1-10 acres Plus \$79 per acre
 - 11-50 acres Plus \$41 per acre
 - 51+ acres Plus \$8 per acre
- Zoning Letter
 - Basic (zone and use verification) \$30
 - Expansive (conformance research) \$125
- Zoning Map Amendment \$2,750

Building Fees

- Building Permit Fee
 - \$0 to \$3,000 valuation \$80
 - \$3,001 to \$25,000 valuation \$80 for the first \$3,000 and \$12 for each additional \$1,000 or fraction thereof
 - \$25,001 to \$50,000 valuation \$344 for the first \$25,000 and \$9 for each additional \$1,000 or fraction thereof
 - \$50,001 to \$100,000 valuation \$569 for the first \$50,000 and \$6 for each additional \$1,000 or fraction thereof
 - \$100,001 and up \$869 for the first \$100,000 and \$5 for each additional \$1,000 or fraction thereof
 - Plan Review Fee 100% of Building Permit fee
- Temporary Certificate of Occupancy \$250
- Deferred submittal processing and reviewing fee Equal to the building permit fee for the valuation of the particular deferred portion or portions of the project, with a set minimum fee of \$300
- Phased or Partial Building Permit plan review fee \$300 plus 10% of the total project building permit fee not to exceed \$2,000 for each phase in addition to above fees
- Inspections outside of normal business hours \$160/hr (minimum charge – two hours)
- Re-inspection Fees \$80
- Inspections for which no fee is specifically indicated \$160/hr (minimum charge – 1/2 hour)
- Additional plan review required by changes, additions or revisions to proposed or approved plans \$160/hr (minimum charge – 1/2 hour)
- Manufactured Dwelling Installation
 - Installation and set up \$350
 - Earthquake bracing when not a part of original installation \$280
- Prescriptive Flat Fee Solar Installation \$240
- Residential Fire Suppression Systems Combined Plan Permit and Plan Check Fees:
 - 0 sq. ft to 2,000 sq. ft. \$160
 - 2001 sq. ft. to 3600 sq. ft. \$210
 - 3601 sq. ft. to 7200 sq. ft. \$269
 - 7201 sq. ft. and greater \$377

Building Fees (Continued)

- Mechanical Fee Schedule for New and Additions or Alterations, to One and Two Family Dwellings:
 - Install/Replace Furnace: Up to 100,000btu \$24.75 per appliance
 - Install/Replace Furnace: Over 100,000btu \$31.50 per appliance
 - Install/Replace/Relocate Heaters: \$24.75 per appliance
Suspended, Wall or Floor Mounted.
 - Appliance Vent \$12.50 per appliance
 - Alteration Of Existing HVAC System \$24.75
 - Air Handling Units \$18.75 per appliance
 - Air Conditioning under 100,000btu \$24.75 per appliance
 - Air Conditioning over 100,000btu \$46.50 per appliance
 - Dryer Exhaust \$18.75 per appliance
 - Hood \$18.75 per appliance
 - Exhaust Fan Connected To A Single Duct \$12.50 per appliance
 - Gas Piping: 1 To 4 Outlets \$8.25
 - Gas Piping: Each Additional Outlet \$2.25 per outlet
 - Fireplace \$18.75 per appliance
 - Wood Stove \$18.75 per appliance
 - Other \$18.75 per appliance
 - Minimum Permit Fee \$80
 - Plan Review Fee (Mechanical) 100% of Mechanical Permit fee
- Mechanical Fee Schedule for New and Additions or Alterations to Commercial, Multi-Family and Industrial Projects
 - \$0.00 to \$5000.00 valuation \$80
 - \$5001.00 to \$10,000.00 valuation \$80 for the first \$5000 and \$3 for each additional \$100 or fraction thereof
 - \$10,001.00 to \$100,000 valuation \$230.00 for first \$10,000.00 and \$12.00 for each additional \$1,000.00 or fraction thereof
 - \$100,001.00 and up \$1,310 for the first \$100,000 and \$10 for each additional \$1,000 or fraction thereof
 - Plan Review Fee (Mechanical) 37% of Mechanical Permit fee
- Grading Permit Fee Schedule
 - 50 cubic yards or less \$80
 - 51 to 100 cubic yards \$117
 - 101 to 1,000 cubic yards \$117 for the first 100 cubic yards, plus \$55 for each additional 100 cubic yards or fraction thereof
 - 1,001 to 10,000 cubic yards \$612 for the first 1,000 cubic yards, plus \$46 for each additional 1,000 cubic yards or fraction thereof
 - 10,001 to 100,000 cubic yards \$1026 for the first 10,000 cubic yards, plus \$210 for each additional 10,000 cubic yards or fraction thereof
 - 100,001 cubic yards and up \$2916 for the first 100,000 cubic yards, plus \$115 for each additional 10,000 cubic yards or fraction thereof
 - Plan Review Fee (Grading) 65% of Grading Permit fee



City of Canby

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

MEMORANDUM

TO: *Honorable Mayor Hodson and City Council*
FROM: *Kim Scheafer, MMC, City Recorder*
DATE: *April 29, 2019*

Issue: Request for Noise Variance

Synopsis: A request has been received from Perlo Construction for a noise variance from June 24, 2019 through December 6, 2019 from 3:00 a.m. – 7:00 a.m. The variance is being requested so concrete can be poured at a facility being built at 2525 SE First Avenue. The applicant has stated on their application that no pours will be done prior to 7 a.m. on the weekends.

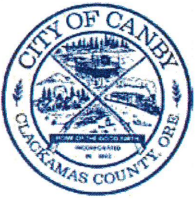
Per Canby Municipal Code Section 9.48.050B, at least 10 days prior to the public hearing a notice was mailed to property owners within 200' of the location of the variance, published in the *Canby Herald*, and posted in various locations around the City. Section 9.48.050B allows the Council to approve a variance after certain criteria which would apply to the facts of the requested variance are considered by the Council. In granting a variance, the Council shall consider:

- a. The protection of health, safety and welfare of citizens as well as the feasibility and cost of noise abatement;
- b. The surrounding type of existing land uses;
- c. The acoustical nature of the sound emitted; and
- d. Whether variance from the provision would produce a benefit to the public.

If, after review of the evidence submitted by the applicant and hearing any testimony from the public, the Council chooses to allow the variance as requested, a motion to grant the variance would be appropriate.

Recommendation: Staff recommends Council approve the Noise Variance Application.

Motion: *I move to grant a Noise Variance to Perlo Construction from June 24, 2019 through December 6, 2019 from 3:00 a.m. – 7:00 a.m.*



CITY OF CANBY
NOISE VARIANCE
APPLICATION
\$75.00

Receipt No: 60114394
Date Paid: 4-23-19
Amount Paid: 75.00

Attn: City Recorder - PO Box 930 -222 NE 2nd Avenue - Canby, OR 97013 - 503.266.0733

Applicant Name Michael Terryah

Address 11450 SW Amu street

City Tualatin State OR Zip 97062 Phone 503-624-2090

Address of Noise Variance Request 2525 SE First Avenue Canby, OR 97013

Name of Property/Business Owner of Variance Request Perlo Construction

Type of Event Concrete Pours

Date(s) of Event 6/24/19-12/6/19 Time of Event 3:00 AM Requested Hours of Variance 3:00 AM - 7:00 AM

Date(s) of Event _____ Time of Event _____ Requested Hours of Variance _____

Date(s) of Event _____ Time of Event _____ Requested Hours of Variance _____

Acoustical Nature of Sound to be Emitted _____

Will you be continually present at this activity Yes No If No is marked, who is to be the contact

should the need arise? Dustin Vigue (971-470-4399), Michael Terryah (503-748-9331)

Additional Comments No pours prior to 7AM on weekends, likely no pours on weekends

A list of property owners and their addresses within 200' of the location of the noise variance must be submitted with this application. Canby Municipal Code Chapter 9.48 requires that any person who owns, controls or operates any source which violates provisions of that chapter apply to the City Council for a noise variance.

By signing below, I acknowledge that I have read the attached Canby Municipal Code Chapter 9.48 and understand that violations of this chapter are subject to a fine of \$500. Signature of Police Chief or Designee must be obtained prior to submitting Application for Council Approval.

[Signature]
Signature of Applicant

4/16/19
Date

[Signature]
Police Chief or Designee

4/23/19
Date

Mayor

Date

CITY OF CANBY NOTICE OF PUBLIC HEARING - NOISE VARIANCE

Date and Time Requested for

Variations: June 24, 2019 – December 6, 2019
3:00 a.m. – 7:00 a.m.

Address of Variance: 2525 SE First Avenue

Name of Applicant: Perlo Construction

A public hearing conducted by the Canby City Council will be held on Wednesday, May 15, 2019 at 7:00 p.m. in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon. The purpose of this hearing is to consider the granting of a Noise Variance to Perlo Construction for concrete pours on property located at 2525 SE First Avenue. The range of dates is from June 24, 2019 through December 6, 2019 from 3:00 a.m. – 7:00 a.m.

Dated this 23rd day of April 2019.

Kimberly Scheafer, MMC
City Recorder

M E M O R A N D U M

DATE: May 15, 2019
TO: Honorable Mayor Hodson and City Council
FROM: Julie Blums, Finance Director
CC: Rick Robinson, City Administrator
RE: **A RESOLUTION ADOPTING BUDGET APPROPRIATION TRANSFERS FOR FISCAL YEAR 2018-2019.**

ISSUE: Adoption of Budget Appropriation Transfers for the 2018-2019 fiscal year.

SYNOPSIS: Allocation of personal services costs have historically been budgeted and charged based on estimates submitted by staff and managers. Beginning July 1, 2018 all city staff began using a new online timekeeping system in which personal services costs are charged directly to specific departments for which work is being performed. The initiation of this change was expected to reveal discrepancies between budgeted and actual allocation. The result is that some General Fund departments have higher personnel services costs and others have lower costs than budgeted. This mainly affects Administration, Finance, Court, and Planning.

In addition to the personnel services allocations there are a couple of materials and services items to note. Legal costs are anticipated to be higher due to labor negotiations, professional services for the City Administrator recruitment will be higher than anticipated. Court collection costs are higher due to the collection agency collecting more delinquent accounts than projected. Planning professional services are also going to be higher than budgeted due to the ongoing high volume of development related activities.

Also, the General Fund non-allocated personnel services budget needs to be increased due to a higher number of retirements than expected. Materials and services not allocated also need an increase due to unforeseen expenses for the video booth and CTV-5 costs.

An appropriations increase is also needed in the Sewer Fund to cover the costs of an update to the Sewer Master Plan.

To maintain compliance with local budget law, an appropriation transfer resolution must be adopted to allow for the increase and decrease in expenditure appropriations. Total fund appropriations are not changing, just the allocation between departments is being adjusted.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 1314

MOTION: ***“I move to adopt Resolution 1314, A RESOLUTION ADOPTING BUDGET APPROPRIATION TRANSFERS FOR THE 2018-2019 FISCAL YEAR.”***

ATTACHED:

Resolution No. 1314

RESOLUTION NO. 1314

A RESOLUTION ADOPTING BUDGET APPROPRIATION TRANSFERS FOR THE 2018-2019 FISCAL YEAR.

WHEREAS, the City of Canby budget for the 2018-2019 fiscal year was adopted by the City Council at a regular meeting thereof on Wednesday, June 20, 2018; and

WHEREAS, the City of Canby has the need to transfer existing appropriations between departments; and

WHEREAS, a transfer appropriation is required.

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

Section 1. Appropriations for the 2018-19 budget year are transferred in the following amounts.

	Current Appropriation	Change	Revised Appropriation
General Fund			
Administration	\$1,126,873	\$200,000	\$1,326,873
Finance	476,610	66,000	542,610
Court	432,937	52,000	484,937
Planning	323,645	155,000	478,645
Not allocated personnel services	90,000	15,000	105,000
Not allocated transfers out/special pmts.	30,000	5,000	35,000
Building	64,211	(30,000)	34,211
Police	5,834,347	(115,000)	5,719,347
Parks	959,611	(76,000)	883,611
Economic Development	602,374	(130,000)	472,374
Contingency	444,000	(142,000)	302,000
	<hr/> \$10,384,608	\$0	<hr/> \$10,384,608
Sewer Fund			
Not allocated materials and services	330,000	37,500	367,500
Collections	1,501,517	(37,500)	1,464,017
	<hr/> \$1,831,517	\$0	<hr/> \$1,831,517

This resolution shall take effect on May 15, 2019.

ADOPTED by the Canby City Council at a regular meeting thereof on May 15, 2019.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



City of Canby

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

DATE: JUNE 15, 2019

TO: CANBY CITY COUNCIL

FROM: RICK ROBINSON, CITY ADMINISTRATOR

RE: RESOLUTION NO 1321: A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY EAST ASSOCIATES, LLC FOR THE IMPROVEMENT OF SE 1ST AVENUE BETWEEN HAZEL DELL WAY AND S. WALNUT STREET, AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE DEVELOPMENT AGREEMENT AND OTHER DOCUMENTS AS NECESSARY TO CARRY OUT THE INTENT OF THE AGREEMENT

Issue: The City of Canby is responsible for all aspects of maintenance of SE 1st Avenue between Hazel Dell Way and S Walnut Street. Canby East Associates is the Developer undertaking the construction of the new Columbia Distributing facility located south of SE 1st Avenue and between S Mulino Road and S Walnut Street.

The developer has expressed a willingness to contribute funding and staff resources to complete improvements on SE 1st Avenue between Hazel Dell Way and S Walnut Street. This is a significant offer by the developer in that the Developer has no legal responsibility to assist the City in improving portions of SE 1st Avenue not immediately adjacent to their project frontage.

Improvements are estimated to cost \$500,000. The Developer has offered to pay 50% of the costs up to \$500,000 and 100% of the costs in excess of \$500,000. The Developer has also indicated a willingness to manage the project for 4% of the total project cost, or approximately \$20,000.

Summary:

The Developer of the new Columbia Distributing facility has expressed a willingness to partner with the City on making improvements to SE 1st Avenue sufficient to bring the road base and asphalt overlay to a collector street status. The street width would also be expanded from 20 feet to 22 feet. The proposed street improvements have been reviewed by the City's Public Works Department and our City Engineer and both agree the proposed work would be a significant betterment to SE 1st avenue.

Under the terms of the attached Development Agreement, the City and Developer will perform a joint pavement reconstruction project on SE 1st Avenue lying between Hazel Dell Way and S Walnut Street (the “**Project**”). The City and Developer will fund the costs of the Project equally, up to a maximum City contribution of two hundred fifty thousand dollars (\$250,000) (the “**City Contribution**”). Developer is solely responsible for project costs in excess of five hundred thousand dollars (\$500,000).

We have requested and the Developer has agreed to design, permit and construct the Project according to the terms and provisions of this Agreement.

Under the terms of the Development agreement the developer has agreed to:

- Provide planning and construction management services for the Project (collectively, “**Services**”) in compliance with all applicable permits and governmental regulations, including, but not limited to, Oregon Prevailing Wage Laws (ORS-279C.800, et seq.), and within the Budget (as defined below).
- Use all reasonable efforts to further the interests of the City with respect to the Project.
- Engage such qualified and capable personnel as may be necessary and appropriate to perform its obligations and carry out its responsibilities hereunder.
- Issue bi-monthly reports (more frequently if requested by the City) to update the City on the status of the Project, and
- Apprise the City on major aspects of the Project.

Developer’s Services will include the following:

The creation of a plan (the “Project Plan”) that shall provide for the construction of the Project in a first-class manner consistent with the City of Canby standards within the limits of the budget approved by City attached hereto as Exhibit B (the “Budget”).

- The Project Plan includes, among other things, the following:
 - Plans, specifications and related documents that fully define the scope of work of the Project, as set forth on attached Exhibit C (the “Scope of Work”).
 - An itemized cost breakdown for the Project, including both “hard costs” (construction) and “soft costs” (engineering fees, permits, contingencies, etc.) (collectively, “Costs”).
 - A proposed construction schedule, as set forth on attached Exhibit D (the “Project Schedule”).

The Development Agreement also requires that the Developer hire the Project’s general contractor (“GC”), who will hire subcontractors based upon three (3) or more competitive bids for each major component of the Project; supervise the GC and other professionals required for construction of the Project; and negotiate the terms of the agreements with the GC and/or other professionals.

The City's Role and Responsibilities include the following:

- Appoint a lead representative who is authorized to act on behalf of and make decisions that bind the City in connection with any matter pertaining to the Project.
- Approve the Budget prior to commencement of construction.
- Provide payments to be disbursed by Developer to the GC, other professionals and/or vendors for costs related to the Project upon receiving payment requests and detailed invoices that have been received from the Developer.
- Approve the design of the Project and the Project Plan.
- Provide inspections of the work for the Project to City standards in accordance with the Project schedule.
- Provide final sign-off and certifications for the Project.
- Pay to Developer a Management Fee of 4% for the Services provided by Developer under this Agreement, The Management Fee is to be included in the Budget.

Attachments: Resolution 1321 & Exhibit A Development Agreement

Recommendation: Approve Resolution 1321.

Motion: "I move to adopt Resolution 1321, **A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY EAST ASSOCIATES, LLC FOR THE IMPROVEMENT OF SE 1ST AVENUE BETWEEN HAZEL DELL WAY AND S. WALNUT STREET, AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE DEVELOPMENT AGREEMENT AND OTHER DOCUMENTS AS MAY BE REQUIRED TO COMPLETE THE TERMS OF THE AGREEMENT.**

RESOLUTION NO. 1321

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CANBY AND CANBY EAST ASSOCIATES, LLC FOR THE IMPROVEMENT OF SE 1ST AVENUE BETWEEN HAZEL DELL WAY AND S. WALNUT STREET, AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE DEVELOPMENT AGREEMENT AND OTHER DOCUMENTS AS MAY BE REQUIRED TO COMPLETE THE TERMS OF THE AGREEMENT.

WHEREAS, the CITY OF CANBY, hereinafter referred to as “CITY” a municipal corporation, and Canby East Associates, LLC, herein after referred to as “DEVELOPER” wish to enter into an agreement for the improvement of SE 1st Avenue between Hazel Dell Way and S. Walnut Street, as more particularly described in the Development Agreement and exhibits thereto; and

WHEREAS, the Development Agreement provides for specified improvements to SE 1st Avenue in conformance with City Standards; and

WHEREAS, the Development Agreement provides for the sharing of costs for the project between CITY and DEVELOPER as outlined; and

WHEREAS, the Development Agreement provides for the assignment of specified project responsibilities between CITY and DEVELOPER as outlined; and

WHEREAS, the Canby City Council believes it is in the best interests of the citizens of Canby to enter into such a lease.

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

1. Approve the Development Agreement between the City of Canby and Canby East Associates, LLC for the improvement of SE 1st Avenue between Hazel Dell Way and S Walnut Street, as outlined in the Development Agreement.
2. The City Administrator is authorized to sign the Development Agreement and other documents as may be required to complete the terms of the Development Agreement.

Adopted this 15th day of May 2019, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into effective as of _____, 2019 by and between The City of Canby (“**City**”), and Canby East Associates, LLC, a Delaware limited liability company (“**Developer**”).

RECITALS

A. City owns that certain real property contiguous to SE 1st Avenue in Canby, Oregon, depicted on Exhibit A attached to this Agreement (the “**Project Property**”).

B. In conjunction with Developer’s improvement of certain real property located in the City of Canby, the City and Developer will perform a joint pavement reconstruction project on the Project Property (the “**Project**”). City and Developer will fund the costs of the Project equally, up to a maximum City contribution of two hundred fifty thousand dollars (\$250,000) (the “**City Contribution**”). Developer shall be solely responsible for project costs in excess of five hundred thousand dollars (\$500,000).

C. City has requested, and Developer has agreed, to design, permit and construct the Project according to the terms and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is mutually agreed as follows:

1. Management Services.

Developer agrees to provide planning and construction management services for the Project (collectively, “**Services**”) in compliance with all applicable permits and governmental regulations, including, but not limited to, Oregon Prevailing Wage Laws (ORS-279C.800, et seq.), and within the Budget (as defined below). Developer agrees to use all reasonable efforts to further the interests of the City with respect to the Project. Developer agrees to engage such qualified and capable personnel as may be necessary and appropriate to perform its obligations and carry out its responsibilities hereunder. Developer will issue bi-monthly reports (more frequently if requested by the City) to update the City on the status of the Project and apprise the City on major aspects of the Project. Developer’s Services will include the following:

- 1.1 The creation of a plan (the “**Project Plan**”) that shall provide for the construction of the Project in a first-class manner consistent with the City of Canby standards within the limits of the budget approved by City attached hereto as Exhibit B (the “**Budget**”). The Project Plan shall include, among other things, the following:

- (a) Plans, specifications and related documents that fully define the scope of work of the Project, as set forth on attached Exhibit C (the “**Scope of Work**”).
 - (b) An itemized cost breakdown for the Project, including both “hard costs” (construction) and “soft costs” (engineering fees, permits, contingencies, etc.) (collectively, “**Costs**”).
 - (c) A proposed construction schedule, as set forth on attached Exhibit D (the “**Project Schedule**”).
- 1.2 Hire the Project’s general contractor (“**GC**”), who will hire subcontractors based upon three (3) or more competitive bids for each major component of the Project; supervise the GC and other professionals required for construction of the Project; and negotiate the terms of the agreements with the GC and/or other professionals. In order to maximize Project resources and efficiency, Developer and City acknowledge and agree that Developer will hire Perlo Construction as GC for the Project.
 - 1.3 With the assistance of the GC, architect, and engineers, secure all necessary design approvals, building permits and studies required to proceed with the Project.
 - 1.4 Developer will administer all aspects of the construction contracts including review of claims for additional services and change orders. Developer shall advise City if it appears that total construction costs will exceed the Budget, and make recommendations for corrective action.
 - 1.5 Developer shall visit the Project site at intervals appropriate to the stage of construction, and shall perform those management services necessary to complete the Project in conformance with the Project Plans.
 - 1.6 At the end of every pay period, Developer will evaluate and verify the GC’s pay requests, confirm the amounts due the contractor(s) for work done over the period in question, and ensure adequacy of all necessary back up, lien waivers and/or any additional documents as may be required. Developer will provide the City with copies of all invoices and proofs of payment associated with each such pay request. In addition to such GC pay requests, Developer will periodically invoice the City for other Costs, as previously contractually agreed upon, associated with the Project. Within twenty (20) days of receiving Developer’s request therefor, the City will pay to Developer fifty percent (50%) of each payment to be made by Developer for documented expenses; provided that City shall in no event be obligated to pay a total amount in excess of the City Contribution. Developer will make all payments to the GC and other Project professionals and/or vendors.
 - 1.7 Developer shall determine when the Project or a designated portion thereof is substantially complete, and prepare a list of incomplete or unsatisfactory items

("punch list items") and have the contractors prepare a schedule for their completion. In any event, an amount sufficient to have these corrections undertaken shall be withheld from the final payment to the GC until it has fulfilled its obligations.

2. City's Role and Responsibilities. City shall appoint a lead representative who is authorized to act on behalf of and make decisions that bind the City in connection with any matter pertaining to the Project. Developer shall be allowed to rely on all decisions or information received from the lead representative. Specifically, City will coordinate with the Developer regarding the following:

- 2.1 The Budget shall be approved by City prior to commencement of construction.
- 2.2 Provide payments to be disbursed by Developer to the GC, other professionals and/or vendors for costs related to the Project upon receiving payment requests and detailed invoices that have been received from the Developer.
- 2.3 Approve the design of the Project and the Project Plan.
- 2.4 Provide inspections of the work for the Project to City standards in accordance with the Project schedule.
- 2.5 Provide final sign-off and certifications for the Project.

3. Management Fee. For the Services provided by Developer under this Agreement, City shall pay Developer a fee equal to four percent (4%) of the Project Costs (the "**Management Fee**"). The Management Fee shall be included in the Budget.

4. Insurance; Waiver of Subrogation.

4.1 Developer's Coverage. Developer has, or has the benefit of, and shall maintain during the term of this Agreement, all of the following insurance, which covers the Developer:

(a) Liability Insurance. (i) Business Automobile Liability Insurance: a combined single limit for bodily injury and property damage per accident of \$2,000,000 covering "any auto"; and mandatory limits for personal injury protection and uninsured motorist coverage. (ii) Commercial General Liability Insurance_(including a contractual liability endorsement): a combined single limit for personal injury and property accident \$2,000,000 per occurrence, \$2,000,000 combined single limit. Such limits can be provided under a single policy or in combination with umbrella liability or other excess policies. All such policies of insurance shall be "occurrence basis." Developer may use blanket policies to satisfy these insurance requirements. The cost of this coverage will be included in the Budget.

(b) Worker's Compensation and Employer's Liability Insurance. Statutory benefits: as required by law; and Employer's liability: limits

of \$1,000,000 bodily injury by accident, \$1,000,000 each employee bodily injury by disease, and a \$1,000,000 policy aggregate limit for bodily injury by disease. The cost of this coverage will be included in the Budget.

(c) Builder's Risk Insurance. Unless otherwise obtained by the City or GC, Developer will acquire and maintain All Risk Completed Value Builder's Risk insurance against all risks of physical loss in such amounts covering the total value of work performed and equipment, supplies and materials. Said builders risk insurance coverage shall be kept in full force and effect at all times until the completion of construction of the Project. Said insurance shall be maintained on an occurrence basis and shall include the interests of the City, Developer, the GC and subcontractors in the Project, as their interests may appear, and shall insure against all perils in an all risk builder's risk form. The cost of this coverage will be included in the Budget.

(d) Project Insurance. Upon the request of the City, the Developer will assist the City in obtaining any insurance for the Project desired by the City. The cost of said insurance shall be borne by the City.

(e) Certificate of Insurance. Within 30 days following the execution of this Agreement, Developer shall provide the City with a certificate of insurance evidencing that Developer has obtained the aforesaid coverages. Such certificate shall provide that the insurance policies will not be materially changed or canceled until at least ten (10) days' prior written notice has been given to the City.

4.2 Waiver of Subrogation. The Developer and the City and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered by the property insurance required to be maintained under this Agreement, or otherwise carried with respect to the Project or in connection with activities conducted on the Project Property, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

5. Response. Both Parties shall respond promptly to any written request submitted by either Party, and make all necessary decisions called for in such requests as soon as possible following receipt of such request taking into account the subject matter of such request.

6. Defaults. It shall be an event of default hereunder if:

6.1 Either party fails to perform any of its material obligations under this Agreement (except for City's payment of money as provided below), and such failure to perform under this Agreement continues for a period of thirty (30) days after written notice of such failure to the defaulting party from the other party hereto; provided that such thirty (30) day period shall be extended for such time as is necessary to effectively cure such default, if the defaulting party

has commenced the curing of such default within such thirty (30) day period and is diligently pursuing the completion of such cure;

- 6.2 City fails to make any payment required herein and such failure continues for a period of ten (10) days after written notice of such failure from Developer to City;
- 6.3 Developer or City files a petition seeking an order for relief or reorganization or arrangement under the bankruptcy laws of any state or of the United States;
- 6.4 A petition is filed against Developer or City seeking an order for relief under the bankruptcy laws of any state or the United States unless such petition is dismissed within sixty (60) days after filing;
- 6.5 Developer or City makes an assignment for the benefit of its creditors; or
- 6.6 A receiver or trustee is appointed for all or substantially all of Developer's or City's assets.

7. Termination.

- 7.1 In the event a default occurs under the provisions of Section 6 above, the non-defaulting party may terminate this Agreement by written notice to the defaulting party and this Agreement shall terminate upon the date which is ten (10) days after such notice is given.
- 7.2 In the event a termination occurs, Developer shall be paid fees and expenses due it under the terms hereof earned or accrued through the date of termination which shall include any retention being held and the parties shall have all other rights and remedies available under applicable law.

8. Notices. Any notice required or permitted by this Agreement to be given shall be in writing and shall be addressed as set forth below or such other addresses and to such other parties and/or attorneys as either party may designate in writing. Any such notice shall be sent by registered or certified US Mail, postage prepaid, return receipt requested and shall be deemed to have been given on the date of delivery at the address to which such notice is so directed as reflected by such return receipt. The parties agree to use their best efforts to accompany any written notice with actual notice by telephone whenever possible:

To the City:

City of Canby
222 NE 2nd Avenue
PO Box 930
Canby, OR 97013

Attn: City Administrator

To Developer: Canby East Associates, LLC
1300 SW 5th Ave, Suite 3050
Portland, OR 97205
Attn: Deniz Arac

9. Force Majeure. For all purposes of this Agreement, the term “Force Majeure” shall mean any failure, prevention, delay or stoppage due to strikes, lockouts, acts of God, inability to obtain labor or material or reasonable substitutes therefor, enemy or hostile government action, civil commotion, failure of a governmental entity to issue governmental permits within a reasonable time period, fire or other casualty and other causes (other than financial) beyond the reasonable control of the party obligated to perform. Neither party shall be responsible for failure, prevention, delay or stoppage in performing any obligations hereunder (other than the payment of money), to the extent such failure or delay results solely from a Force Majeure.
10. Enforceability. The enforceability and validity of this Agreement, in whole or in part, shall not be affected by the unenforceability or invalidity of any particular provision of this Agreement.
11. Entire Agreement. This Agreement, together with other writings signed by the parties expressly stated to be supplementary hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writing, and may be changed only by a writing signed by the parties hereto.
12. Applicable Laws. This Agreement shall be construed under the laws of the State of Oregon.
13. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
14. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party’s right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
15. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.
16. Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
17. Attorney’s Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the

prevailing party shall be entitled to recover from the losing party its reasonable attorneys', in-house counsel, paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

18. Authority of Parties. City represents and warrants that it has full right and authority to enter into this Agreement and to perform all of City's obligations hereunder. Developer represents and warrants that it has full right and authority to enter into this Agreement and to perform all of Developer's obligations hereunder.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date first set forth above.

DEVELOPER: Canby East Associates, LLC,
a Delaware limited liability company

By: _____

Title: _____

CITY: CITY OF CANBY

By: _____

Title: _____

EXHIBIT A

PROJECT PROPERTY

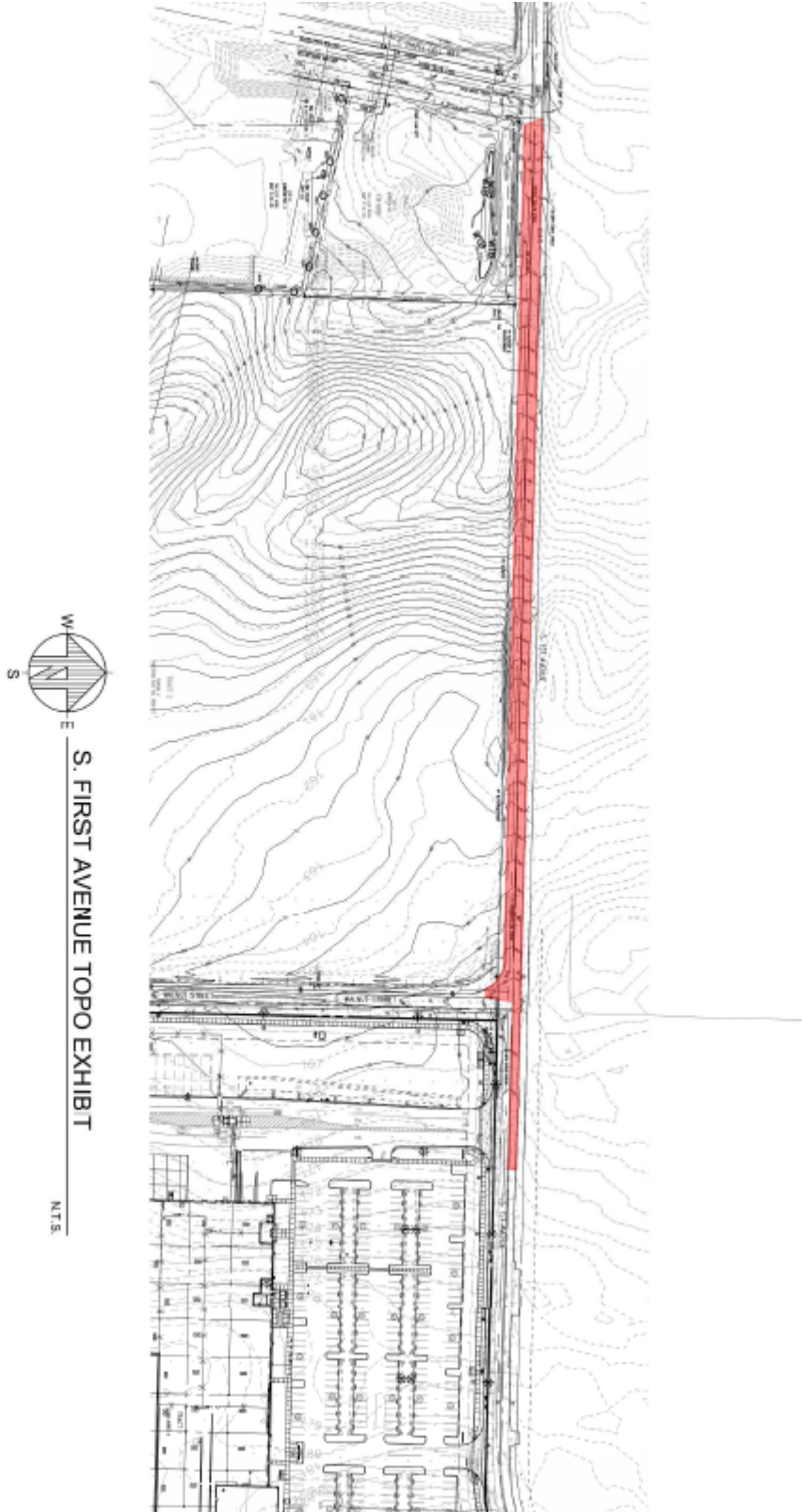


EXHIBIT B

PRELIMINARY BUDGET*

Hard Costs				
Scope of Work	QTY	Unit	Unit Price	Estimate
ROW on 1st Between Walnut and Hazel Dell	25,920	SF	\$ 15.82	\$ 410,000
Mobilization & Traffic Control				included
Grind Asphalt in Place				included
FDR Cement Treating				included
Additional Base Rock Where Needed				included
6" New Asphalt				included
Striping, Signage, Misc. Improvements				included
Utility Relocations				\$ 5,000
Total Hard Cost				\$ 415,000

Soft Costs	
Design	\$ 40,500
Testing/Inspections/Surveys	\$ 10,000
Permitting	\$ 1,500
CM Fee	\$ 18,680
	\$ 70,680

Total Cost	
Total Hard Cost	\$ 415,000
Total Soft Cost	\$ 70,680
Contingency	\$ 14,320
Total Cost	\$ 500,000

*Budget is subject to change once it has been bid out to three subcontractors.

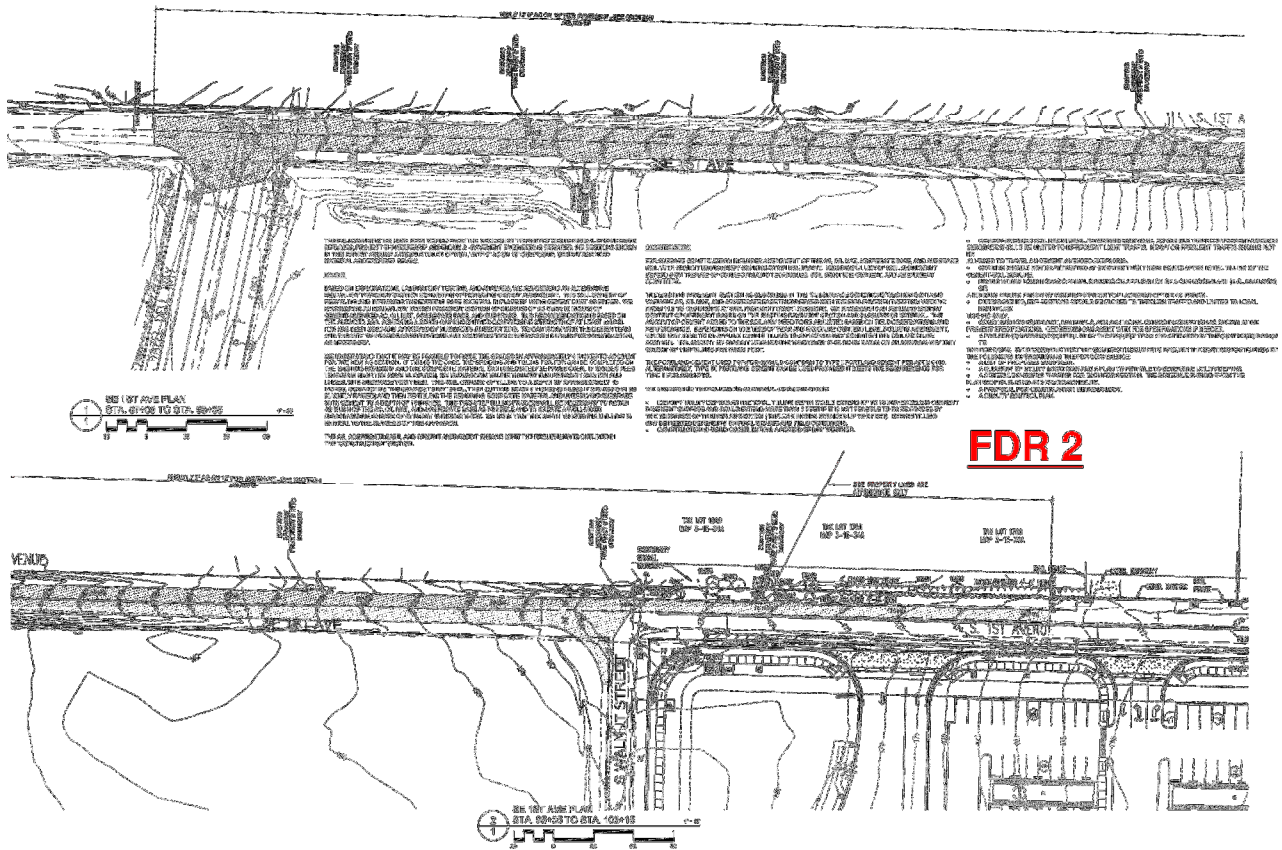
EXHIBIT C

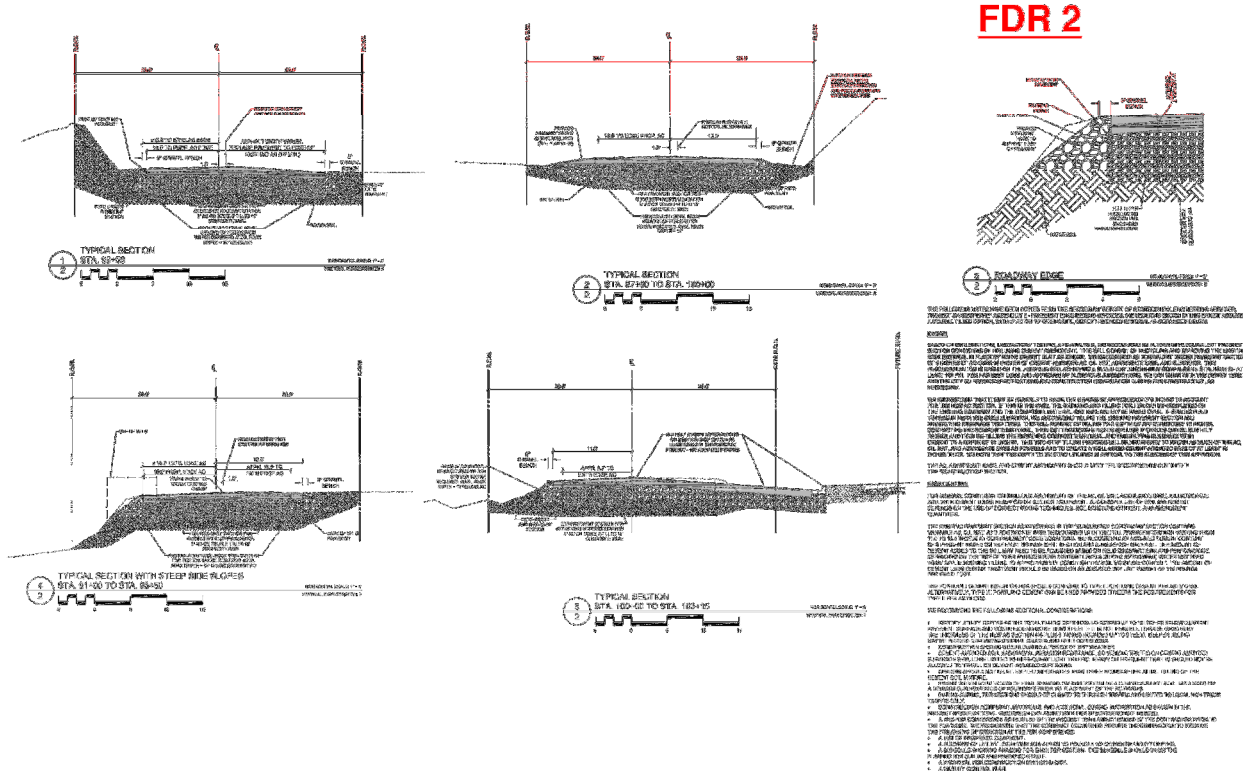
PRELIMINARY SCOPE OF WORK*

Drawings	Page
1st Ave Preliminary Paving Plan - Double Till FDR_2	1
1st Ave Preliminary Paving Plan - Double Till FDR_2	2

A full depth reclamation of the frontage on SE 1st Ave between Hazell Dell and Walnut.
Includes:

- Grinding of existing asphalt
- Grinding of base to native soils
- Tilling of asphalt and base with a cement amendment
- Compaction of base
- New asphalt & striping





*Drawings are conceptual and will be completed prior to construction

EXHIBIT D

PRELIMINARY PROJECT SCHEDULE*

Tentative Start Date	Duration
August 2019	2 Months

*Construction commencement and duration is subject to change.

ORDINANCE NO. 1506

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY, NOT TO EXCEED \$100,000.00; AND REPEALING ORDINANCE 1487

WHEREAS, the City of Canby desires to continue its contract between the City and KinTechnology, Inc. to provide computer technical services for the City; and

WHEREAS, the current contract with KinTechnology, Inc. needs to be renewed;

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an amended Personal Services Agreement with KinTechnology, Inc. to continue to provide computer technical services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 1, 2019, 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, May 15, 2019 commencing at the hour of 7:00 p.m. at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

2nd Reading

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of May 2019 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KINTECHNOLOGY, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$100,000.00 is the not to exceed price for general services of this contract without prior written approval from the City. Out of contract fees are per the hourly rate schedule listed in Exhibit "B".
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.**
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they

have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
 City of Canby
 PO Box 930
 Canby, OR 97013

CONTRACTOR: Tim Kimble
 KinTechnology, Inc.
 PO Box 305
 Canby, OR 97013

**Please submit invoices to: Attn: Accounts Payable
 City of Canby
 PO Box 930
 Canby, OR 97013
 ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: _____ By: _____
 Date: _____ Date: _____
Subcontractors will be used Yes No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

 Joseph Lindsay, City Attorney

11/6/15

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#

The City hereby approves the above listed subcontractors.

City of Canby

Date

EXHIBIT A

Monthly Scope of Services –

KinTech agrees to manage and maintain the City of Canby computer network system using the following services:

- One technician for an average of 36-40 hours per week.
- Maintain network level web filtration system.
- Maintain inventory documentation.
- Coordinate and consolidate all requests for support using KinTech ticketing system.
- Monitor network system status and performance.
- Create and manage users and groups.
- Manage data organization and security.
- Manage data backup and data restore systems.
- Planning, installation, and maintenance of physical network backbone.
- Manage internal and external network security.
- Planning and maintenance of email systems.
- Research and implement technology advancements.
- Plan, research, and assist with acquisitions of new hardware and software.
- Setup, configure, and maintain new and current workstations.
- Troubleshoot software and hardware issues.
- Relocate user workstation environments.
- Removal of malware and viruses from network systems.
- Troubleshoot and maintain network printing.
- Assess user requirements and propose solutions to meet them.
- Manage hardware recycling and, or secure disposal.

Scope of Services does not include the following:

- All hardware needs - costs will be discussed as needed.
- Anti-Virus licensing renewals - City will be responsible for renewal fees.
- Web Filtration subscription – Three systems available for \$475 per month.
- Anti-Spam filtration subscription - Service available at a cost of \$5.90 per user per month.
- Create documentation for training purposes.
- Provide training for users on hardware and software systems.

EXHIBIT B

Monthly Service Fee:

\$8,333.33 set monthly fee not to exceed \$100,000.00 for the 19'20 budget year.

Other Services:

Other services not included in the above *Monthly Scope of Services* will be charged at our regular rates listed below. All charges will be approved in advance by an authorized City representative. [Authorized City representatives include Assistant City Administrator/HR Director, City Administrator, and City Recorder.]

Rates - Base hourly rates apply to services provided during normal weekday business hours Monday through Friday, 8:00am to 6:00pm in the time zone where services are performed. Holiday rates will be charged at double the base hourly rate on national holidays. Emergency rates will be charged at double that base hourly rate for non-scheduled urgent-care-response events. *Overtime* rates will be charged at one and one half times the base hourly rate during non-holiday, non-emergency and non-weekday business hours. KinTechnology reserves the right to change base hourly rates with prior notice to customers.

Base Hourly Rates

\$95/hr

\$145/hr

\$145/hr

\$95 to \$145/hr

\$95 to \$145/hr

Consulting Position

PC/MAC Tech

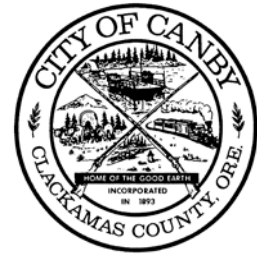
Networking Tech

Server Tech

Programmer

Training

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Julie Wehling, Transit Director*
DATE: *May 1, 2018*
THROUGH: *Rick Robinson, City Administrator*

Issues:

Since the execution of the original contract a service hour expansion to Route 99X was implement in April of 2018. Also, during the first year and three quarters the Dial-A-Ride trips have averaged 26 VRH per service day instead of the original estimate of 22 VRH per day. Additionally, CAT will implement a limited Saturday service for both Dial-A-Ride and the Route 99X in September of 2019.

Recommendation:

Staff recommends that the Council authorize the City Administrator to execute an amendment to the contract CAT2017 with MV Transportation, Inc. which increases the estimated number of vehicle revenue hours and compensation in years 2 and 3 as follows:

The original contract reads as follows:

Compensation is based on the following Vehicle Revenue Hour (VRH) rate:

Year 1 (7/3/17 – 6/30/18) \$871,286.04 (14,478 VRH - @ \$60.18 per VRH)

Year 2 (7/1/18 – 6/30/19) \$886,198.38 (14,478 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$910,376.64 (14,478 VRH - @ \$62.88 per VRH)

Amendment 1, effective July 1, 2018, changed the original agreement as follows:

Compensation is based on the following Vehicle Revenue Hour (VRH) rate:

Year 2 (7/1/18 – 6/30/19) \$943,001.26 (15,406 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$968,729.28 (15,406 VRH - @ \$62.88 per VRH)

Amendment 2 will change the VRHs and compensation as follows:

Year 2 (7/1/18 – 6/30/19) **\$997,723.00 (16,300 VRH - @ \$61.21 per VRH)**

Year 3 (7/1/19 – 6/30/20) **\$1,112,976.00 (17,700 VRH - @ \$62.88 per VRH)**

Fiscal Impact:

Adding 894 Revenue Vehicle Hours for Dial-A-Ride will add a maximum of \$54,721.74 to the cost of Year 2. In year 3 the base estimate has changed to 16,300 hours at the new rate and 1,400 VRHs have been added for the Saturday Service. This adds a total cost of \$144,246.72 to the agreement. It should be mentioned that these are not to exceed estimates and actual costs are expected to be less. Dial-A-Ride is difficult to estimate since it is based on the number of rides requested.

Rationale:

Dial-A-Ride that qualifies as ADA Paratransit service is required by law. We cannot decline rides from those who qualify for this service and are requesting rides within the parameters of the service.

The added Saturday Service will be funded by the new Statewide Transit Improvement Fund (STIF) established by HB2017. Given current revenue estimates the new service will be sustainable with potential for expansion with increases of STIF funds. CAT's Saturday service was suspended on August 31, 2009. If all goes according to plan we will implement the new Saturday service on Saturday, September 7, 2019 almost exactly 10 years later.

An emergency is declared because the Dial-A-Ride funds are needed for year 2 payments prior to July 1, 2019.

Recommended Motion:

"I move to approve Ordinance 1507, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH MV TRANSPORTATION OF DALLAS, TEXAS. FOR PROVIDING TRANSIT SERVICE OPERATIONS ON BEHALF OF THE CITY AND CANBY AREA TRANSIT; AND DECLARING AN EMERGENCY to come up for second reading on June 5, 2019.

Attachments:

Ordinance 1507, and Exhibit A

ORDINANCE NO. 1507

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AN AMMENDMENT TO ITS CONTRACT WITH MV TRANSPORTATION, INC OF DALLAS, TEXAS FOR PROVIDING TRANSIT OPERATIONS FOR CANBY AREA TRANSIT (CAT); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) entered into a contract with MV Transportation of Dallas, Texas on June 7, 2017 for the provision of transit services; and

WHEREAS, the City extended weekday Fixed-Route service hours thereby increasing the estimated number of vehicle revenue hours and the maximum compensation amounts for years 2 and 3 via amendment 1 on July 1, 2018; and

WHEREAS, the City intends to implement limited Saturday service on both the Dial-A-Ride and Fixed-Route thereby further increasing the estimated number of vehicle revenue hours and the maximum compensation amounts for year 3; and

WHEREAS, due to service demand and the timing and location of ride request the VRH for Dial-A-Ride service are averaging four (4) hours per service day higher than estimated thereby increasing the estimated number of VRH and the compensation amounts for years 2 and 3. The adjusted hours and the compensation amounts are as follows:

Year 2 (7/1/18 – 6/30/19) \$997,723.00 (16,300 VRH - @ \$61.21 per VRH)
Year 3 (7/1/19 – 6/30/20) \$1,112,976.00 (17,700 VRH - @ \$62.88 per VRH)

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

Section 1. The Mayor and the City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract amendment with MV Transportation, Inc. of Dallas, Texas to provide transit operations for the City’s Transit System. A copy of said amendment, dated June 15, 2019, is attached hereto as Exhibit “A” and by this reference incorporated herein.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to implement this ordinance in order to be able to provide its transit service to local citizens without further delay, 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 thereof on Wednesday, May 15, 2019, 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, June 5, 2019 commencing at the hour of 7:00 PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on June 5, 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**Amendment 2
Contract for Transit Services
No.: CAT2017**

THIS CONTRACT previously entered into the 7th day of June 2017 and amended effective July 1, 2018 by and between the City of Canby, Oregon, a municipal corporation, hereinafter called "City," and MV Transportation, Inc., with headquarters located in Dallas, Texas hereinafter called "Contractor" and collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, the Parties entered into a Contract for Transit Services dated June 7, 2017, with an initial contract term of three (3) years, running from July 3, 2017 to June 30, 2020 and an estimated maximum 14,478 Vehicle Revenue Hours (VRH) per year.

WHEREAS, the Parties amended the original agreement to add service to the Route 99X as follows effective July 1, 2018:

Year 2 (7/1/18 – 6/30/19) \$943,001.26 (15,406 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$968,729.28 (15,406 VRH - @ \$62.88 per VRH)

WHEREAS, due to service demand and the timing and location of ride requests the VRH for Dial-A-Ride service are averaging 26 VRH per service day rather than 22 VRH per service day estimated thereby increasing the estimated number of vehicle revenue hours and the compensation amounts for years 2 and 3.

WHEREAS, the City intends to expand Fixed-Route service to include Saturday service thereby increasing the estimated number of vehicle revenue hours and the compensation amounts for year 3. The adjusted hours and the compensation amounts are as follows:

Year 2 (7/1/18 – 6/30/19) \$997,723.00 (16,300 VRH - @ \$61.21 per VRH)

Year 3 (7/1/19 – 6/30/20) \$1,112,976.00 (17,700 VRH - @ \$62.88 per VRH)

All other terms, conditions, agreements, and addendums remain in effect between the parties.

EXHIBIT "A"

IT IS SO AGREED, City and Contractor have executed this Transit Contract Amendment 2 effective June 5, 2019.

Date

Date

Name: Richard Robinson
Title: City Administrator

Name:
Title:

City of Canby
PO Box 930
Canby, OR 97031
503.266.0745

MV Public Transportation, Inc.
5910 N Central Expy. Suite 1145
Dallas, TX 75206
972.391.4600

ORDINANCE NO. 1508

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE- ELSNER, INC. IN THE AMOUNT OF \$1,042,657.50 FOR CONSTRUCTION OF THE 2019 STREET MAINTENANCE PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby has heretofore advertised and received seven (7) bids for the 2019 Street Maintenance; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 27, 2019; and

WHEREAS, bids were received and opened on April 18, 2019 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud; and

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost for each of the seven (7) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,042,657.50
2.	K & E Paving, Inc.	\$1,153,369.75
3.	North Santiam Paving Company	\$1,276,510.00
4.	S-2 Contractors, Inc.	\$1,278,335.00
5.	Brix Paving NW, Inc.	\$1,297,018.00
6.	Knife River Corporation	\$1,340,647.00
7.	Pacific Excavation, Inc.	\$1, 492,00.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 1, 2019, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.

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

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate

2nd Reading

contract with Eagle-Elsner, Inc. for the 2019 Street Maintenance in the amount of \$1,042,657.50. A copy of the contract with, Eagle-Elsner, Inc. is attached hereto and incorporated herein.

Section 2. Due to the large number of ADA ramp replacements, which are part of the project, initiating the project in June ensures it can be completed during the summer construction season. Because of this, 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 thereof on Wednesday, May 1, 2019 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, May 15, 2019, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Avenue, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of May 2019, by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between

City of Canby
(hereinafter called OWNER) and

Eagle-Elsner, Inc.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby 2019 Street Maintenance

The City has an estimated available budget not to exceed \$700,000 for this work. The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices.

The scope of work generally consists of the following:

- Approximately 8,000 tons of asphaltic concrete pavement at 2” or 3” thickness.
- Approximately 26,000 lineal feet of 6-foot wide panel grinding at 0”-2” depth and approximately 24,000 SF area at 2” depth.
- Retrofit an estimated 42 ADA ramps, including curbs, sidewalks, and 3 pedestrian midblocks.
- Restore approximately 17,000 lineal feet of 4” and 8” wide stripes, including legends such as arrows, continental crosswalks, stop bars, bike stencils, etc.
- Repair an approximate 50,000 lineal feet of joint crack sealing.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.

- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

One Million Forty-Two Thousand Six Hundred Fifty-Seven and 50/100 Dollars

(\$1,042,657.50) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95 % of the Work completed; and
- (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings & Specifications bearing the following general title:
City of Canby
2019 Street Maintenance
- 8.9 Addenda numbers 1-3.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2019.

OWNER:

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

CONTRACTOR:

**Eagle-Elsner, Inc.
17400 SW Hillsboro Hwy
Sherwood, OR 97140**

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Name/Title: _____

Attest: _____

Address for giving notices:

ORDINANCE NO. 1509

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$57,987.00; AND REPEALING ORDINANCE 1484

WHEREAS, the City of Canby requires ongoing scheduled janitorial services in order to properly maintain City facilities for the comfort and safety of its employees and citizens; and

WHEREAS, the City has previously adopted Ordinance 1484 which selected Master Cleen, Inc., as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into.

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

Section 1. The Mayor and City Administrator are 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 Master Cleen, Inc., the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Ordinance 1484 is hereby repealed.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 1, 2019, 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, May 15, 2019, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

2nd Reading

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

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and MASTER CLEEN, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$57,987.00 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
 City of Canby
 PO Box 930
 Canby, OR 97013

CONTRACTOR: Jim Dye
 Master Clean, Inc.
 PO Box 208
 Oregon City, OR 97045

**Please submit invoices to: Attn: Accounts Payable
 City of Canby
 PO Box 930
 Canby, OR 97013
 ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used ___ Yes ___ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

 Joseph Lindsay, City Attorney

11/6/15

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#

The City hereby approves the above listed subcontractors.

City of Canby

Date

Exhibit "A"

CIVIC BUILDING

**3 x PER WEEK
WEEKEND TUESDAY THURSDAY**

BATHROOMS

- Sinks
- Toilets
- Mirrors
- Counters and door faces
- Wall smudges
- Empty trash
- Restocking supplies
- Mopping the floors
- Using disinfectant products

OFFICES

- Empty Trash and Recycling
- Wipe down any flat surfaces that are cleared off
(Will not move desk top items)
- Wipe off phones and computer screens
- Dust as needed flat open surfaces
- Tops and faces of filing cabinets
- Watch for cobwebs
- Vacuum

Kitchen areas

- Empty trash
- Wipe down tables and counter tops
- Wipe counter faces
- Wipe off faces of microwaves fridges
(Does not include cleaning them inside)
- Restock supplies as applicable
- Wall smudges
- Clean sinks
- Mop floors

LIBRARY

**3 x PER WEEK
FRIDAY MONDAY WEDNESDAY**

GENERAL AREAS

- Wiping off Counters and flat surfaces
- Filing cabinets tops and faces (tops cleared)
- Flat surfaces have to be cleared
- Clean phones and computer screens
- Dust anywhere needed
- Empty trash and recycle
- Vacuum floor
- We do not clean book shelves
- Wipe off any open desk areas

BATHROOMS

- Sinks
- Toilets
- Mirrors
- Counters and door faces
- Wall smudges
- Empty trash
- Restocking supplies
- Mopping the floors
- Using disinfectant products

STAIRS AND ELEVATOR

- Sweep Mop and or vacuum stairs
- Prints on inside and out and vacuum

ENTRY

- Sweep / Mop Vacuum Rugs

6 X PER WEEK

GLASS ALL DOORS PER QUARTER

\$ 40.

PER MONTH

PER YEAR

\$ 2340

\$ 28,080.

**EXTRA GLASS IS EXTRA
CARPET XTRA EXCEPT SPOTTING**

POLICE / COURT

3 X PER WEEK

MONTH

YEARLY

BATHROOMS

- Sinks - Toilets - Mirrors
- Counters and door faces
- Wall smudges
- Empty trash
- Restocking supplies
- Mopping the floors
- Using disinfectant products

\$1494.

\$17,928

Kitchen area

- Empty trash
- Wipe down tables and counter tops
- Wipe counter faces
- Wipe off faces of microwaves fridges
(Does not include cleaning them inside)
- Restock supplies
- Wall smudges
- Clean sinks
- Mop floors

GENERAL AREAS

- Wiping off Counters and flat surfaces
- Filing cabinets tops and faces (tops cleared)
- Flat surfaces have to be cleared
- Clean phones and computer screens
- Dust anywhere needed
- Empty trash and recycle
- Vacuum floor
- Wipe off any open desk areas
- Ledges / Baseboards

EACH MONDAY

- Secure shredding to be emptied
- Secured Records / vacuum / trash / shredding

LUNCH ROOM FLOOR

- Strip / Wax

3 X PER YEAR

\$0.00

GLASS

- Does not include any second floor level glass

2 X PER YEAR

\$0.00

BASEMENT

- Not included in work agreement

HARD FLOORS

- 4 Areas to maintain

\$0.00

OUTSIDE GARBAGE

- 2 cans to be emptied as needed

CARPET

- All carpets

1 X PER YEAR

\$1000.

\$18,928

CAT OFFICE

GENERAL CLEANING RULES	3 TIMES PER WEEK	MONTH	YEAR
		\$ 234	\$2808.
FLOORS			
Carpet	1 X PER YEAR		\$ 100
Main S/W	1 X PER YEAR		\$ 100
GLASS			\$3008
	2 X PER YEAR inside/out		

TRANSIT STATION

General cleaning rules apply			
BATHROOM			
	1 TIME PER WEEK	\$ 62	
LUNCHROOM			
	2 TIMES PER WEEK	\$ 88	
GLASS			
	2 TIMES A MONTH	\$ 52	
CIGERETTE CANS			
	2 TIMES PER MONTH		
FLOOR S/W			
	2 TIME PER YEAR		\$ 150.
			\$2774

WWTP SECURE FACILITY

LAB AND OFFICE	1 X PER WEEK	\$ 321	\$3852
GENERAL CLEANING RULES			
LAB			
	Caution to not move any lab equipment testing devices or chemicals		
MAIN FLOORS			
	Strip / Wax	3 X PER YEAR	\$1125
BLOWER ROOM		3 X PER YEAR	\$ 120
	Sweep Mop Garbage Cob Webs		
BLOWER ROOM FLOOR	1 X PER YEAR		\$ 100
			\$5197

ORDINANCE NO. 1510

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. FOR THE WASTEWATER TREATMENT FACILITY EFFLUENT PIPELINE REPLACEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the Canby Wastewater Treatment Facility Effluent Pipeline Replacement Project; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 5, 2019; and

WHEREAS, one bid was received and opened at 4:00 PM on April 18, 2019 in the City Hall Conference Room from Canby Excavating, Inc. in the amount of \$220,945:

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 1, 2019, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Canby Excavating, Inc.

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

Section 1. The Mayor and City Administrator are 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 Canby Excavating Inc. for the Wastewater Treatment Facility Effluent Pipeline Replacement Project, for the bid amount of \$220,945. A copy of the contract with Canby Excavating, Inc. is attached herein.

Section 2. Due to the need to provide continuous sanitary sewer treatment and effluent disposal, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

2nd Reading

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 1, 2019 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, May 15, 2019, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Avenue, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of May 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project

THIS AGREEMENT is dated as of the ___ day of _____ in the year 2019, by and between the:

CITY OF CANBY

(Hereinafter called OWNER) and

CANBY EXCAVATING, INC.

(Hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

CITY OF CANBY
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who are hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 The successful bidder agrees to be substantially complete with all work within 75 calendar days after issuance of the Notice to Proceed, and to achieve final completion within 30 days of issuance of Substantial Completion.

3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Two Hundred Twenty Thousand, Nine Hundred Forty Five and No/100 Dollars
(\$220,945.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95 % of the Work completed; and
- (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Specifications bearing the following general title:

**CITY OF CANBY
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project**

- 8.9 Addenda number(s) 1 through 1.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____.

OWNER:

**CITY OF CANBY
PO Box 930
Canby, OR 97013**

CONTRACTOR:

**CANBY EXCAVATING, INC.
PO Box 848
Canby, OR 97013**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Address for giving notices:



City of Canby

PO Box 930 Phone: 503.266.4021
222 NE 2nd Ave Fax: 503.266.7961
Canby, OR 97013 www.canbyoregon.gov

M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *David Biskar, Canby Swim Center Facility Manager*
DATE: *May 7, 2019*
THROUGH: *Rick Robinson, City Administrator*

Issue: The current HVAC system has been in place since 1990, when the last major renovation was done. The control system and heat exchanger on cold days during the winter can no longer keep the air in the pool area warm enough. The air on the pool deck in the winter currently struggles to stay at 70 degrees. For swimmer comfort it needs to be another 10 degrees warmer.

In order to have the HVAC improvements installed during the annual maintenance closure in September, the equipment needs to be ordered in June. The heat exchanger is custom made and extra time is required for it to be ordered.

Recommendation: *Staff recommends the Council approve Ordinance 1512.*

Fiscal Impact: Funding is available in the Swim Center Levy fund for this maintenance need.

Recommended Motion: ***“I move to approve Ordinance 1512, AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HMS COMMERCIAL SERVICE, INC. FOR HVAC IMPROVEMENTS FOR THE CANBY SWIM CENTER; AND DECLARING AN EMERGENCY to come up for second reading on June 5, 2019.”***

Attachments: Ordinance 1512

ORDINANCE NO. 1512

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HMS COMMERCIAL SERVICE, INC. FOR HVAC IMPROVEMENTS FOR THE CANBY SWIM CENTER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to make improvements to the HVAC system at the Swim Center and replace the control system and heat exchanger; and

WHEREAS, the cost of the system will be paid by the City of Canby Swim Center Levy fund with funds budgeted and approved for this purpose in the 2019-2020 fiscal year budget; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules, three written bids were obtained for the HVAC improvements:

- | | |
|--------------------------------------|--------------|
| 1. HMS Commercial Service, Inc. | \$115,706.00 |
| 2. Hydro-Temp Mechanical, Inc. | \$116,740.00 |
| 3. TCMS-A Trotter and Morton Company | \$119,114.00 |

WHEREAS, HMS Commercial Service submitted the lowest quote of \$115,706.00 for HVAC improvements; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this quote, reviewed the staff report and believes it to be in the best interest of the City to contract with HMS Commercial Service, Inc.

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

Section 1. The Mayor and/or City Administrator are 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 HMC Commercial Service, Inc. for HVAC improvements for the Canby Swim Center for a total of \$115,706.00.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to provide the Canby Swim Center with HVAC improvements without further delay, and to better serve the citizens of Canby, 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 thereof on Wednesday, May 15, 2019, 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, June 5, 2019, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of June 2019 by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



City of Canby Bi-Monthly Report Department: Administration For Months of: March and April 2019

To: The Honorable Mayor Hodson & City Council
From: Kim Scheafer, MMC, City Recorder
Prepared by: Erin Burckhard, Office Specialist II
Through: Rick Robinson, City Administrator
Date: May 6, 2019

1. Business Licenses:

Forty-six new business licenses were issued during the months of March and April 2019. This compares to 49 new licenses issued during March and April 2018. Forty business licenses were inactivated during the months of March and April 2019. This compares to 36 inactivated during the same period in 2018. Two-hundred forty-eight business license renewals were sent out, compared to 229 in 2018. The total number businesses licensed with the City of Canby is 1,519 (1,477 this time in 2018) of which 686 have Canby addresses (685 this time last year).

2. Cemetery:

- Total property purchases recorded: March - 0, April - 5
- Total interments recorded March – 3, April – 0

3. Public Records Requests:

- Four Public Records Requests were processed during March and April.

4. Training/Meetings:

- Kim Scheafer attended the OAMR Mid-Year Conference in April.
- Kim Scheafer attended the ORMS User Group Meeting.

5. Special Animal Permits:

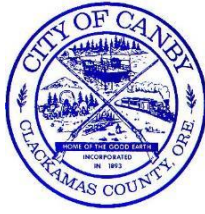
- Three special animal permits were issued in March and April.

6. Sidewalk/Park Vending Permit:

- No Sidewalk/Park Vending Permits were issued in March and April.

7. Liquor Licenses Processed:

- No liquor license applications were processed in March and April.



City of Canby Bi-Monthly Report
 Department: Court
 March and April 2019

To: The Honorable Mayor Hodson and City Council
 From: Jessica Roberts, Municipal Court Supervisor
 Through: Rick Robinson, City Administrator
 Date: May 2, 2019

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	March	April
Misdemeanors		
Offenses Filed	38	28
Cases Filed	20	14
Warrants Issued	18	22
Misdemeanor Case Detail		
Diversion	4	5
Offenses Dismissed	15	13
Offenses Sentenced	8	13
Offenses not filed by City Prosecutor	2	9
Traffic & Other Violations		
Offenses Filed	125	191
Cases/Citations Filed	69	130
Parking Citations Filed	13	0
Traffic & Other Violations Case Detail		
Diversion (Good Driver Class)	12	8
Dismissal (Fix It Tickets)	41	16
Sentenced by Judge	24	22
Handled by Violations Bureau	79	46
Guilty by Default	63	20
Traffic and Criminal Trials		
Court Trial (Misdemeanor)	0	1
Jury	0	0
Traffic Trial	4	8
Defendant Accounts referred to Collections	\$47,167	\$64,230
Fines & Surcharges Collected	\$62,132.39	\$55,705.49

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.



M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *Jamie Stickel, Economic Development Director*
THROUGH: *Rick Robinson, City Administrator*

RE: *CITY COUNCIL BI-MONTHLY REPORT for March and April 2019*

Economic Development Updates:

The following projects are funded through Urban Renewal.

Clackamas Technical Advisory Committee: The Economic Development Director sits on the Clackamas County Fairgrounds and Event Center's Technical Advisory Committee for the 2019 Master Plan. The consultant heading the master planning efforts held a local, breakout meeting with the City of Canby, Canby Area Chamber of Commerce, and Clackamas County Fairgrounds and Event Center staff members to discuss opportunities for marketing and cross promotion on March 5th. The Technical Advisory Committee will meet one more time in early summer before the master plan is officially rolled out to the community.

Downtown Parking: At the March 20th City Council meeting, the City Council received recommendations from the Downtown Canby Parking Task Force which met in fall 2018. The recommendations were for new, comprehensive signage, random enforcement, and two public outreach campaigns - one dedicated to downtown visitors and the other to downtown business owners and staff. The City Council heard testimony from five business owners and one citizen, many of which opposed the proposed changes. After the testimony, the Canby City Council decided to table the discussion for further study at another time.

Oregon Main Street Revitalization Grant: The City of Canby applied for an Oregon Main Street (OMS) Revitalization grant in early March 2019. The OMS grant awards funding to projects within the Oregon Main Street network that acquire, rehabilitate, or construct buildings to facilitate community participation. The City's project was to revitalize the former library building, located at 292 N Holly Street, and asked for the maximum grant amount of \$200,000. The City's plan is to turn the former library into a public market with shared, co-working space. The City was notified on April 19th that the library redevelopment project was awarded in full. While planning is in its early stages, the grant will help to install new windows and doors, roll-up garage doors, skylights, carpet removal and concrete polish, among other improvements. The City will work with an architectural firm to create renderings and plans for construction.

OEDA Training: The Oregon Economic Development Association (OEDA) held a Business Retention & Expansion training on April 18th in Florence, OR. Canby Economic Development Director attended the training as part of the Oregon Certified Economic Developer Program. The Business Retention and Expansion training identified steps that economic developers can take to ensure businesses – both big and small – are supported within individual cities. Speakers combined best practices with tried-and-true success stories for a comprehensive approach.

Oregon Heritage Excellence Awards: The City of Canby was awarded an Oregon Heritage Excellence Award on Thursday, April 25th for "Building a Better Community: The Canby

Women's Heritage Trail." The Women's Heritage trail was the first trail in the state of Oregon solely dedicated to the efforts of women. Canby's efforts were recognized due in large part to the community engagement by the Heritage and Landmark Commission. The project engaged community partners the Canby Kiwanis, Canby School District, and the Canby Public Library.

Community Response Team meeting: The Community Response Team meeting was held on Tuesday, April 23rd. The response team meetings bring together stakeholders to address development in Canby as well as topics that are particularly important to Canby. The meetings are held on a bi-annual basis and provide a solid foundation for



MEMORANDUM

TO: *Honorable Mayor Hodson and City Council*
FROM: *Calvin LeSueur, Economic Development and Tourism Coordinator*
THROUGH: *Rick Robinson, City Administrator*

RE: *CITY COUNCIL BI-MONTHLY REPORT*

Canby Business Updates

Promotion

- **Canby Independence Day Celebration** – The 2019 Canby Independence Day Celebration planning is well underway. This year’s event will be held on Thursday, July 4th in downtown Canby. Registrations for Street Fair (food, arts and crafts, and non-profits), Car Show, and Parade are now available at City Hall or can be found at www.CanbyIndependenceDay.com. This year’s Musician Search yielded twelve bands, which were narrowed down to three. The bands chosen for the 2019 event are: Return Flight in Wait Park from 12:00 – 2:00pm, 3:00 – 4:00pm; Cool Change in 2nd Avenue Beer Garden from 11:00am – 2:00pm; and Brady Goss in the 2nd Avenue Beer Garden from 2:00 – 5:00pm. The City of Canby also seeks volunteers for this year’s event. Anyone interested in participating can contact the city at IndependenceDay@CanbyOregon.gov.
- **Marketing Canby’s Big Weekend** – On April 29 this department received notification from Mt. Hood Territory’s Community Partnership Program that the City of Canby would be awarded \$2,520 to market Canby’s Big Weekend, including funds for a logo, social media advertising, and an advertisement in AAA Via Magazine’s Travel Guide.
- **Canby First Thursdays** – March and April saw the first events in the new First Thursday program for downtown promotion. This Business-led event is evolving but gaining traction as we grow participants and visitors to downtown businesses. Canby Business has funded and created marketing logos, postcards, and flyers for the event (see examples below) and continues to solicit the participation of new businesses into the program.



Organization

- **2018 Oregon Heritage Excellence Award: City of Canby Heritage and Landmark Commission's Women's Heritage Trail** – The City of Canby's Heritage and Landmark Commission (HLC) was awarded the 2018 Oregon Heritage Excellence Award at the April 25 & 26th, 2019 Heritage Conference in Medford, OR for its Women's Heritage Trail project, which launched in March of 2018 to coincide with Women's History Month.



- **Heritage and Landmark Commission (HLC) Comprehensive Historic Preservation Plan:** The Economic Development and Tourism Coordinator continues to work with the HLC on its 2019-2020 Comprehensive Historic Preservation Plan. In March, Northwest Vernacular was the consultant selected to create the plan. The City was awarded \$5,000 from the Kinsman Foundation and \$11,500 from Oregon Parks and Recreation to fund the Preservation Plan.
- **National Main Street Conference** – The National Main Street Conference was held in Seattle, WA from March 24th – 27th. This year, Mayor Brian Hodson and Councilor Sarah Spoon attended to learn first-hand the efforts of Main Street throughout the country. The Canby team chose to “divide and conquer” the vast educational offerings, coming back together to share insights and inspiration from topics on downtown development, placemaking, sponsorship, equity, leadership, and entrepreneurship.

Economic Vitality

- **New Businesses downtown** – Downtown Canby continues to evolve with the recent addition of The Barn Door Boutique and Décor on N. Ivy, which opened on April 6. Vanessa Zimmerman Academy Mortgage has also located downtown on NW 1st Ave. in the Bell Building. Equity Oregon Real Estate is moving into the ground floor corner of the Graham building downtown. Finally, Neurotherapeutic Pediatric Therapies has purchased the building at 113 N Elm Street, which once housed Grand Central Station Restaurant.

Design

- **Canby Area Beautification** – The City Administrator tasked the Economic Development and Tourism Coordinator with working with Canby Area Beautification to help them achieve their mission mission, which the City supports, of making Canby live up to it's motto: “The Garden Spot”. Several projects are in the works, and will focus on civic plantings along 99E and downtown.



Bi-Monthly Finance Department Report

To: Mayor Brian Hodson & City Council Members
From: Julie Blums, Finance Director
Through: Rick Robinson, City Administrator
Covering: March & April 2019
Compiled by: Suzan Duffy

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.

- This period, the department's focus was fully on compiling, balancing and preparing the **Proposed Budget for Fiscal Year 2019-2020**, issued at the end of April. The quarterly Budget Committee was held in March and included training and review of Oregon Budget Law and election of the chair for this cycle.
- Following telephone conferences and analysis, Moody's announced an **upgrade to the City's Bond rating** from A1 to Aa3 on April 15th.
- Finance staff worked with departments to compile the annual update to the City's **Master Fee Schedule** which will go before the City Council in May.
- The Payroll Specialist is working to convert to the state's new **Oregon Payroll Reporting System**.
- The Utility Billing Specialist worked to improve the billing format for the City's Walnut Street **Local Improvement District**.
- The Purchasing/Accounts Payable Specialist continues to **streamline AP processes** while taking State procurement training.

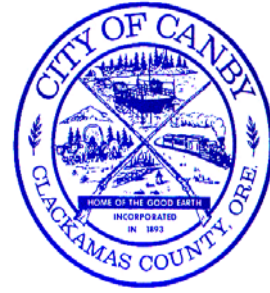
Finance staff participated in the following meetings, trainings and events this period:

- Oregon DAS Principles of Public Procurement course
- DAS PS – Office Seating Extravaganza
- Caselle User Group meeting
- OGFOA Spring Conference
- Oregon Budget Law Training
- City Administrator Recruitment meeting
- Meetings with new budget committee member and insurance agent

Statistics for FY 2018-2019:

	<u>July- Aug</u>	<u>Sept - Oct</u>	<u>Nov - Dec</u>	<u>Jan - Feb</u>	<u>Mar - Apr</u>	<u>May - June</u>
Accounts Payable						
Invoices:	623	632	513	521	538	
Invoice entries:	1002	1108	976	1047	1123	
Encumbrances:	36	9	8	9	15	
Manual checks:	4	7	6	6	6	
Total checks:	367	375	415	308	337	
Payroll						
Timesheets processed:	650	490	501	485	619	
Total checks and vouchers:	696	547	570	541	688	
New hires/separations:	5/4	5/2	1/5	3/1	0/1	
Transit Tax Collection						
Forms sent:	29	765	1005	478	771	
Penalty & Int. notices sent:	12	10	22	12	7	
Pre-collection notices sent:	1	134	109	0	164	
Accounts sent to collections:	2	55	0	61	79	
Accounts opened/closed:	32/35	53/35	27/33	45/45	39/49	
Returns posted:	792	674	426	1054	940	
Utility Billing						
Bills sent:	9653	9704	9704	9747	9826	
Counter payments:	213	209	199	195	109	
Accounts opened and closed:	136	130	102	104	149	
Lien payoffs:	4	2	2	4	8	
Lien payoff inquiries:	55	51	22	25	40	
Collection notices sent:	0	15	14	16	0	
Accounts sent to collections	8	0	0	0	0	
General Ledger						
Total Journal entries:	436	265	416	365	314	
Cash Receipts Processed						
Finance:	1196	1046	760	1373	1258	
Utility:	412	361	344	395	384	

**CANBY PUBLIC LIBRARY
BI-MONTHLY STAFF REPORT
March – April 2019**



TO: Honorable Mayor Hodson and City Council

FROM: Irene Green, Library Director

THROUGH: Rick Robinson, City Administrator

DATE: 5-6-19

Information

	March 2018	March 2019	April 2018	April 2019	Circulation Statistics	March 2018	March 2019	April 2018	April 2019
Reference	639	728	603	761	Total Registered Borrowers*	11,149	10,755	11,266	10,800
Operational	444	577	450	560	New Library Cards	135	114	117	103
Computer Help	216	198	217	219	Number of Materials Owned	57,262	58,939	57,786	59,137
Reader's Advisory	6	13	16	17	Monthly Circulation	26,054	24,826	23,767	22,340
Computer Passes	74	128	105	130	Materials Added	844	597	910	1,039
Job/resume Help	0	1	2	2	Holdings Placed	6,074	5,938	5,670	5,578
E-Book Help	8	11	20	4	Self-Check	66%	64.7%	65.5%	65.1%
Help In Spanish	45	14	31	19	Public Internet Sessions	1,703	1,776	1,488	1,516
Email Questions	18	23	21	26	Facebook Likes	830	1,045	837	1,090
People Counter	12,297	11,367	11,229	10,694	Downloaded Books	1,843	2,438	1,766	2,149
Mobile Print Users	n/a	28	n/a	25	Volunteer Hours	205.75	214	239.5	223.5
					Lilac, Iris & Magnolia Room Use	139	105	128	119

Reference: Informational questions, placing holds

Operational: Addressing directional/operational questions (what time do you close, where's the...)

E-Book Help: Instruction on downloading E-books

Computer: Instruction/assistance

Readers Advisory: Recommending books, movies, music

(Canby Service Population = 23,984)

*LINCC purges expired accounts in October of each year

Programming

	# Adult Programs	Attendance for Adult Programs	# Teen Programs	Teen Attendance	# Children's Programs	Attendance for Children's Programs
March 2018	23	* 485	2	35	23	*231
March 2019	19	259	14	134	28	**372
April 2018	33	*465	2	26	19	*266
April 2019	29	329	12	110	25	**340

*Previous number included adults attending all programs ** Now includes parents/caregivers

Library Operations:

- Irene and Lizzie, with the input from staff, have updated the library's policy manual.
- We are very saddened that due to budget cuts we will not be able to fill the Outreach/Bilingual Services Librarian position. We are already noting that we are seeing less of the Hispanic community use the library. That familiar face was so important in putting their minds at ease.
- The library has discontinued most of our Spanish-language programs due to the elimination of the bilingual services position.
- The library has posted notices in preparation for closing on Sundays beginning July 1st as people are asking to book the meeting rooms on Sundays and pick-up the Oregon State Parks Pass.
- Cultural Pass Express went live on April 1st. Patrons are now be able to print Cultural passes from home and/or download them to their mobile device for free or reduced admission to local museums and gardens. (Previously, patrons had to pick-up and return a physical pass.)
- Library of Things (LoT) is progressing. We are now expected to go live in September. The LINCC LoT committee is continuing to finalize communication, operations and risk managements plans. Canby's portion of the grant from the Office of Sustainability & Solid Waste (OSSW) will be \$2,800. Canby has selected the items to purchase with the grant. The items include: coding robots, a vehicle code reader, telescope, metal detector, rock tumbler, blood pressure monitor, karaoke machine, bubble machine, a home planetarium, disc golf, horseshoe set, pickle ball paddles, and hand weights.
- The 20 new Chrome books will be available for the public to check out for use inside the library starting the week of March 6th. The rollout was delayed due to the new e-pass system. Policy and procedures are now in place.
- Library Board members are continuing the review of the 2018 Oregon Public Library Standards.
- The library has banned a patron, Mary Jill St. Louis for 18 months for consuming alcohol in the children's area of the library.
- We welcome Grisel Mendoza as our new page!

Library District Advisory Committee (LDAC):

- Canby needs to select 2 members of the district task force.
- Kathleen Myron, will continue as Canby's LDAC representative.
- Library board members are pursuing means to update the library district maps. We are looking at Oregon Law ORS 451 (which authorized the Clackamas County library district) and ORS 357 which describes the rules for library districts.

Partnerships:

- The library will be partnering with the Canby School District on the summer reading program.
- DirectLink has offered to sponsor Canby's summer reading program.
- We are going to offer weekly ESL classes in partnership with Goodwill Industries starting on June 20.
- CTV5 has offered to broadcast popular library programs.
- The library will be marching in the Kiwanis Kiddie Capers parade. We will be marching with students who completed the summer reading program and their teachers.

Programming:

- Sign-up for summer reading begins on June 1st. Kids will receive a free book when they sign up, along with a reading log and a few coupons. Upon completing the reading log, they'll get a lunch bag & crayon set, generously sponsored by DirectLink, plus more coupons.
- The teen program is going to be a bingo card this year, with different activities that they can complete. Once they get 4 in a row, they will get a free book. Teens who complete the entire card will be entered in a drawing for gift cards to local businesses, plus a journal.

Outreach:

- Outreach is now limited since we can no longer fill the bilingual outreach position. The library director and the children's librarian attended two outreach events at Ackerman and gave out library cards.

Friends of the Library:

- March's Book Garden Sales were: \$861.70
- April's sales were \$936.10

Canby Public Library Foundation

- The Foundation continues to work on plans for setting up an endowment fund.

Volunteers:

- March's volunteer of the month was Lauren Edwards.
- April's volunteer of the month was Ruth Irons. Ruth has been a volunteer for over 17 years!

Library Artwork:

- Brad Beach provided his acrylic artwork for the months of March and April.

Mar-19		Friends Sponsored Yes/No	ATTENDANCE			Total Attendance At Programs	TYPE OF PROGRAM			
Date	Adults		Teen	Children	Adult		Teen	Children's	Family	
CHILDREN										
Storytimes										
Toddler Time (ages 1-3)	3/6/2019	yes	8	0	12	20	0	0	1	0
Toddler Time (ages 1-3)	3/13/2019	yes	8	0	11	19	0	0	1	0
Toddler Time/Very Hungry Caterpillar/Kiwanis	3/20/2019	yes	58	0	62	120	0	0	1	0
Toddler Time (ages 1-3)	3/27/2019	yes	7	0	12	19	0	0	1	0
Friday Storytime	3/1/2019	yes	12	0	17	29	0	0	1	0
Friday Storytime	3/8/2019	yes	9	0	10	19	0	0	1	0
Friday Storytime	3/15/2019	yes	7	0	13	20	0	0	1	0
Friday Storytime	3/22/2019	yes	7	0	13	20	0	0	1	0
Friday Storytime	3/29/2019	yes		0		0	0	0	1	0
Discovery Room	3/4/2019	yes	3	0	5	8	0	0	0	1
Discovery Room	3/6/2019	yes	4	0	7	11	0	0	0	1
Discovery Room	3/11/2019	yes	1	0	2	3	0	0	0	1
Discovery Room	3/13/2019	yes	0	0	0	0	0	0	0	1
Discovery Room	3/18/2019	yes	4	0	7	11	0	0	0	1
Discovery Room	3/20/2019	yes	2	0	4	6	0	0	0	1
Discovery Room	3/25/2019	yes	3	0	5	8	0	0	0	1
Discovery Room	3/27/2019	yes	0	0	0	0	0	0	0	1
FAMILY										
Read to the Dog	3/10/2019	no	0	0	2	2	0	0	0	1
Read to the Dog	3/24/2019	no		0		0	0	0	0	1
Legos at the Library	3/6/2019	no	5	0	14	19	0	0	0	1
STEAM Night	3/14/2019	yes	0	0	0	0	0	0	0	1
Author visit/Michelle Nelson-Schmidt	3/7/2019	yes	7	0	5	0	0	0	0	1
Family Evening/Amy Costales-Noche de Cuentos	3/28/2019	yes	0	0	0	0	0	0	0	1
TOTAL			145	0	201	334	0	0	9	14
HISPANIC FAMILY AND CHILDREN'S PROGRAMS										
Spanish Storytime (for the whole family)	3/2/2019	yes	2	0	4	6	0	0	0	1
Spanish Storytime (for the whole family)	3/9/2019	yes	2	0	5	7	0	0	0	1
Spanish Storytime (for the whole family)	3/16/2019	yes	2	0	5	7	0	0	0	1
Spanish Storytime (for the whole family)	3/23/2019	yes	2	0	6	8	0	0	0	1
Spanish Storytime (for the whole family)	3/30/2019	yes	2	0	8	10	0	0	0	1
TOTAL			10	0	28	38	0	0	0	5
TOTAL CHILDREN'S AND FAMILY PROGRAMS			155	0	229	372	0	0	9	19
TEENS										
Movie Snark	3/2/2019	yes	0	11	0	11	0	1	0	0
Marvel Monday	3/4/2019	yes	0	9	0	9	0	1	0	0
Teen Advisory	3/5/2019	yes	0	6	0	6	0	1	0	0
Game Night Unplugged	3/6/2019	yes	0	7	0	7	0	1	0	0
Anime Movie Night	3/13/2019	yes	0	9	0	9	0	1	0	0
Escape Room	3/16/2019	yes	0	10	0	10	0	1	0	0
Marvel Monday	3/18/2019	yes	0	7	0	7	0	1	0	0
Maker Night Pets	3/20/2019	yes	0	16	0	16	0	1	0	0
Wii Game Night	3/27/2019	yes	0	12	0	12	0	1	0	0
Dungeons & Dragons Club	3/3/2019	yes	0	9	0	9	0	1	0	0
D & D Club	3/10/2019	yes	0	9	0	9	0	1	0	0
D & D Club	3/17/2019	yes	0	13	0	13	0	1	0	0
D & D Club	3/24/2019	yes	0	9	0	9	0	1	0	0
D & D Club	3/31/2019	yes	0	7	0	7	0	1	0	0
TOTAL TEEN PROGRAMS			0	134	0	134	0	14	0	0
ADULT										
Music in the Stacks										
Castletown	3/9/2019	yes	66	0	7	0	0	0	0	0
General Programs										
Emergency Preparedness	cancelled	no	0	0	0	0	0	0	0	0
Ever Wild Author talk	3/12/2019	Yes	33	0	0	33	1	0	0	0
Tuesday Craft	3/19/2019	yes	20	0	0	20	1	0	0	0
Orchids 101	3/26/2019	no	28	0	0	28	1	0	0	0
Book Clubs										
History Book Group	3/27/2019	no	3	0	0	3	1	0	0	0
Book Group -	3/21/2019	no	11	0	0	11	1	0	0	0
Instruction Classes										
E-Reader Help		no	3	0	0	3	1	0	0	0
Knitting and Crocheting	3/7/2019	no	4	0	0	4	1	0	0	0
Knitting and Crocheting	3/14/2019	no	4	0	0	4	1	0	0	0
Knitting and Crocheting	3/21/2019	no	4	0	0	4	1	0	0	0
Knitting and Crocheting	3/28/2019	no	4	0	0	4	1	0	0	0
TOTAL			180	0	7	187	10	0	0	0
ADULT HISPANIC PROGRAMMING										
Intercambio	3/2/2019	no	5	0	0	5	1	0	0	0
Intercambio	3/9/2019	no	8	0	0	8	1	0	0	0
Intercambio	3/16/2019	no	10	0	0	10	1	0	0	0
Intercambio	3/23/2019	no	2	0	0	0	1	0	0	0
Intercambio	3/30/2019	no	5	0	0	5	1	0	0	0
Citizenship class	3/7/2019	yes	11	0	0	11	1	0	0	0
Citizenship class	3/14/2019	yes	12	0	0	12	1	0	0	0
Citizenship class	3/21/2019	yes	10	0	0	10	1	0	0	0
Citizenship class	3/28/2019	yes	9	0	0	9	1	0	0	0
TOTAL			72	0	0	72	9	0	0	0
TOTAL ADULT PROGRAMS			252	0	7	259	19	0	0	0
TOTAL ALL PROGRAMS			407	134	236	765	19	14	9	19
Library Tours										
	None									
TOTAL										
Outreach - Not in the library										
Kindergarten Info Night/Ackerman	3/13/2019	no	96	0	52	148	0	0	0	1
Zoar Preschool	3/13/2019	no	2	0	10	12	0	0	1	0
			2	0	13	15	0	0	1	0
TOTAL			100	0	75	175				

Apr-19		Friends Sponsored Yes/No	ATTENDANCE			Total Attendance At Programs	TYPE OF PROGRAM			
Date			Adults	Teen	Children		Adult	Teen	Children's	Family
CHILDREN										
Storytimes										
Toddler Time (ages 1-3)	4/3/2019	yes	9	0	15	24	0	0	1	0
Toddler Time (ages 1-3)	4/10/2019	yes	7	0	12	19	0	0	1	0
Toddler Time (ages 1-3)	4/17/2019	yes	8	0	19	27	0	0	1	0
Toddler Time (ages 1-3)	4/24/2019	yes	9	0	18	27	0	0	1	0
Friday Storytime	4/5/2019	yes	4	0	6	10	0	0	1	0
Friday Storytime	4/12/2019	yes	4	0	6	10	0	0	1	0
Friday Storytime	4/19/2019	yes	13	0	20	33	0	0	1	0
Friday Storytime	4/26/2019	yes	7	0	15	22	0	0	1	0
Discovery Room	4/1/2019	yes	4	0	6	10	0	0	0	1
Discovery Room	4/3/2019	yes	1	0	5	6	0	0	0	1
Discovery Room	4/8/2019	yes	1	0	5	6	0	0	0	1
Discovery Room	4/10/2019	yes	5	0	10	15	0	0	0	1
Discovery Room	4/15/2019	yes	2	0	5	7	0	0	0	1
Discovery Room	4/17/2019	yes	3	0	6	9	0	0	0	1
Discovery Room	4/22/2019	yes	1	0	3	4	0	0	0	1
Discovery Room	4/24/2019	yes	2	0	4	6	0	0	0	1
Discovery Room	4/29/2019	yes	1	0	2	3	0	0	0	1
FAMILY										
Read to the Dog	4/7/2019	no	0	0	2	2	0	0	0	1
Read to the Dog	4/28/2019	no	0	0	3	3	0	0	0	1
Legos at the Library	4/3/2019	no	5	0	12	17	0	0	0	1
STEAM Night	4/11/2019	yes	4	1	8	13	0	0	0	1
Family Evening/DIA - Angel Ocasio	4/25/2019	yes	12	0	20	32	0	0	0	1
TOTAL			102	1	202	292	0	0	8	14
HISPANIC FAMILY AND CHILDREN'S PROGRAMS										
Spanish Storytime (for the whole family)	4/6/2019	yes	8	0	17	25	0	0	0	1
Spanish Storytime (for the whole family)	4/13/2019	yes	0	0	0	0	0	0	0	0
Spanish Storytime (for the whole family)	4/20/2019	yes	4	0	8	12	0	0	0	1
Spanish Storytime (for the whole family)	4/27/2019	yes	3	0	8	11	0	0	0	1
TOTAL			15	0	33	48	0	0	0	3
TOTAL CHILDREN'S AND FAMILY PROGRAMS			117	1	235	340	0	0	8	17
TEENS										
TAC	4/2/2019	yes	8	0	0	8	0	1	0	0
Game Night Unplugged	4/3/2019	yes	13	0	0	13	0	1	0	0
movie snark	4/6/2019	yes	7	0	0	7	0	1	0	0
Marvel Monday	4/8/2019	yes	13	0	0	13	0	1	0	0
Anime Movie Night	4/10/2019	yes	11	0	0	11	0	1	0	0
Wii Dance Party	4/17/2019	yes	10	0	0	10	0	1	0	0
Mini D&D campaign	4/20/2019	yes	2	0	0	2	0	1	0	0
Cult Movie Classic	4/22/2019	yes	6	0	0	6	0	1	0	0
Wii Game Night	4/24/2019	yes	9	0	0	9	0	1	0	0
Dungeons & Dragons Club	4/7/2019	yes	9	0	0	9	0	1	0	0
D & D Club	4/14/2019	yes	9	0	0	9	0	1	0	0
D & D Club	4/28/2019	yes	13	0	0	13	0	1	0	0
TOTAL TEEN PROGRAMS			110	0	0	110	0	12	0	0
ADULT										
Music in the Stacks										
Terra Nova Trio	4/6/2019	yes	26	0	0	0	0	0	0	0
General Programs										
Peony Talk	4/2/2019	no	30	0	0	30	1	0	0	0
Ukrainian Easter Eggs	4/9/2019	yes	21	0	0	21	1	0	0	0
Tuesday Craft	4/16/2019	yes	20	0	0	20	1	0	0	0
Disaster Preparedness	4/4/2019	no	37	0	0	37	1	0	0	0
Holocaust Talk	4/23/2019	no	51	0	6	57	1	0	0	0
Rethinking Careers	4/8/2019	no	5	0	0	5	1	0	0	0
Rethinking Careers	4/12/2019	no	5	0	0	5	1	0	0	0
Rethinking Careers	4/15/2019	no	3	0	0	3	1	0	0	0
Rethinking Careers	4/17/2019	no	3	0	0	3	1	0	0	0
Rethinking Careers	4/22/2019	no	2	0	0	2	1	0	0	0
Rethinking Careers	4/24/2019	no	3	0	0	3	1	0	0	0
Rethinking Careers	4/26/2019	no	3	0	0	3	1	0	0	0
Rethinking Careers	4/29/2019	no	3	0	0	3	1	0	0	0
Handwriting Analysis	4/30/2019	yes	16	0	0	16	1	0	0	0
Book Clubs										
History Book Group	4/24/2019	no	3	0	0	3	1	0	0	0
Book Group -	4/18/2019	no	9	0	0	9	1	0	0	0
Instruction Classes										
E-Reader Help	ongoing	no	3	0	0	3	1	0	0	0
Knitting and Crocheting	4/4/2019	no	4	0	0	4	1	0	0	0
Knitting and Crocheting	4/11/2019	no	3	0	0	3	1	0	0	0
Knitting and Crocheting	4/18/2019	no	4	0	0	4	1	0	0	0
Knitting and Crocheting	4/25/2019	no	3	0	0	3	1	0	0	0
TOTAL			257	0	6	263	21	0	0	0
ADULT HISPANIC PROGRAMMING										
Intercambio	4/6/2019	no	4	0	0	4	1	0	0	0
Intercambio	4/13/2019	no	5	0	3	8	1	0	0	0
Intercambio	4/20/2019	no	2	0	0	2	1	0	0	0
Intercambio	4/27/2019	no	3	0	1	4	1	0	0	0
Citizenship class	4/4/2019	yes	14	0	0	14	1	0	0	0
Citizenship class	4/11/2019	yes	12	0	0	12	1	0	0	0
Citizenship class	4/18/2019	yes	10	0	0	10	1	0	0	0
Citizenship class	4/25/2019	yes	12	0	0	12	1	0	0	0
TOTAL			62	0	4	66	8	0	0	0
TOTAL ADULT PROGRAMS			319	0	10	329	29	0	0	0
TOTAL ALL PROGRAMS			546	1	245	779	29	12	8	17
Library Tours	None									
Outreach - Not in the library										
Zoar Preschool	4/10/2019	no	2	0	10	12	0	0	0	1
Zoar Preschool	4/24/2019	no	3	0	16	19	0	0	0	1
Lee Academic Night	4/11/2019	no	20	0	35	55	0	0	0	1
Carus Literacy Night	cancelled	no	0	0	0	0	0	0	0	1
TOTAL			0	0	0	0	0	0	0	1



PLANNING & DEVELOPMENT SERVICES

MARCH – APRIL BI-MONTHLY REPORT

TO: *Honorable Mayor Hodson and City Council*

FROM: *Bryan Brown, Planning Director*

DATE: *May 6, 2019*

THROUGH: *Rick Robinson, City Administrator*

The following report provides a summary of the Planning and Development Services activities for the months of March and April, 2019. 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.

Planning Activities

- 1. TSP Update TGM Grant Application.** A pre-application was submitted prior to the Feb. 28, 2019 deadline indicating our interest in applying by June 1 to the Transportation and Growth Management program for grant funds to update the City’s 2010 Transportation System Plan. It is desirable to do an update in a growing community about every ten years. This grant program is sponsored by ODOT and DLCD to bridge both land use and transportation planning to help solve mobility and traffic issues through funding assistance to hire TSP consultants to identify needed future improvements to best serve the community. This update to the TSP is considered an important element of the City’s Comprehensive Plan. Senior Planner, Matilda Deas has been working on preparing the application in April and will complete and submit the application to compete with many others prior to the June 1, 2019 deadline for submittal.
- 2. Buildable Land Needs Study.** Final report preparation is in progress. New mapping created and data compiled for accuracy.
- 3. RFP for Splash Park.** City staff received direction at the February 20 Council meeting to move forward with a request for proposal (RFP) to solicit design & build assistance for a new City splash play fountain to be located in Maple Park. This is to be funded with accumulated Park system development fees. The RFP issued May 3 outlining with specificity the components expected in the design the City is looking for. Bids are due on May 31, 2019. Once a contractor is chosen, there will be community input meetings to assist with the final design plans.

LAND USE APPLICATION ACTIVITY

4. Pre-Application Conference(s) Submitted/Held March 1 – April 30, 2019:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
PRA 19-05	Edward Radulescu	Residential Care Facility	1300 S Ivy St
PRA 19-04	Stafford Development	Dodds 83-lot subdivision	188 N Holly St
PRA 19-03	SmartLink	130 ft Monofir Cell Tower	640 SW 2nd Ave

5. Land Use Applications Submitted March 1 – April 30, 2019:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
ANN 18-06	City of Canby, Curt McLeod	S Township Rd Annexation	S Township Rd
FP 19-01	Fidelity National Title - Toni Lowe	Redwood Landing	1440 N Redwood Street
MLP 19-01	Jason Bristol	Create 2 parcels & a tract	550, 552 NE 3rd Ave
SUB 19-01	Tievoli Square - Jason Bristol	4-lot subdivision	E of 466 NW 4th Ave
TV 19-02	Locke Buildings	Temporary Display of pre-fab sheds	Ray Lovell property 680 SW 1st. Ave. and Elm.
TV 19-01	Marilyn Nash	Temporary Tent for events at Canby Chapel	508 NW 3rd Avenue

6. Pre-Construction Conference(s) Held March 1 – April 30, 2019:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
PRC 19-06	Mike Patterson	Construct Industrial building	254 S Pine St
PRC 19-05	VLMK	Project Shakespeare	2525 SE 1st Ave
PRC 19-04	Wilson Arch, Jan Klimas	Alpha Scents, 10,500 SF building for mfg., research & development uses	360 S Sequoia Parkway

7. PC Study Session Items Reviewed March 1 – April 30, 2019:

DATE	CITY FILE #	APPLICANT	PROJECT
4-22-19	TA 19-01	Planning Department	Chapter 16 Text Amendments
3-25-19	TA 19-01	Planning Department	Chapter 16 Text Amendments
3-11-19	TA 19-01	Planning Department	Chapter 16 Text Amendments

8. Site Plans Submitted for Zoning Conformance and Authorization for Release of County Building Permit March 1 – April 30, 2019:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SP 19-68	Roth Heating & Cooling	Countryside Living facility	390 NW 2nd Ave
SP 19-67	Project Shakespeare	Distribution facility	2525 SE 1st Ave
SP 19-66	Holt Homes	SFR	1077 S Willow St, Timber Park 58
SP 19-65	Holt Homes	SFR	2180 SE 11th Pl, Timber Park 36
SP 19-64	Holt Homes	SFR	1058 S Walnut St, Timber Park 79
SP 19-63	Holt Homes	SFR	1060 S Walnut St, Timber Park 78
SP 19-62	Nick Netter	Porch Addition	426 SE 16th Ave
SP 19-61	Stonecreek Development	SFR	2192 SE 10th Ave, Timber Park, Lot 102
SP 19-60	Stonecreek Development	SFR	2232 SE 10th Ave, Timber Park, Lot 103
SP 19-59	Brent & Karen Brelje	Change of use	113 N. Elm St
SP 19-58	Kingdom Hall	New Roof	798 S Ivy St
SP 19-57	Active Water Sports	Construction of mixed use storage & mercantile space	1907 SE 1st Ave

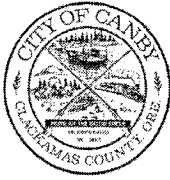
SP 19-56	Doug Sprague	Move wood building	294 S Walnut St
SP 19-55	Marquis Companies	Marquis Hope Village	1577 S Ivy St
SP 19-54	Lennar NW, Inc.	SFR	1687 S. Fir Street
SP 19-53	Lennar NW, Inc.	SFR	1711 S. Fir Street
SP 19-52	Todd Hansen	Outside fireplace	640 NW 10th Ave
SP 19-51	Kittyhawk Products	301 S Redwood St	Change of use/occupancy
SP 19-50	Beck Pond Subdivision	Demo buildings	1715 S Fir St
SP 19-49	Blake Raines	Carport	635 N Juniper Court
SP 19-48	Roth Heating	New AC Unit	214 SW 2nd Ave.
SP 19-47	Shimadzu	Pallet Racking	1980 SE 4th Ave
SP 19-46	BE Group	Pallet Racking	1980 SE 4th Ave
SP 19-45	Project Shakespeare	Demo 3 residences & 6 structures	2525 SE 1st Ave
SP 19-44	Jon & Mistie Hesse	Covered porch	249 SE 7th Way
SP 19-43	Dick Griffin	Deck with cover	1900 N Country Club Drive
SP 19-42	Richard Otis, Built Well Construction	ADU	1494 N Hazelnut Ct
SP 19-41	Joshua Vera	Internal Remodel	249 NW 2nd Ave
SP 19-40	5 Parkside Design	SFR	739 NE 10th Ave
SP 19-39	Joel McBroom	Addition w/o building permit	442 NW 2nd Ave
SP 19-38	Handy Andy's Home Imp,	Addition	23230 S Hwy 99E
SP 19-37	Troy Marsh, Custom Concept	SFR	1140 N Elm St, Northwood Est, Lot 49
SP 19-36	Jessica Roberts	RV Cover	1528 N Juniper Pl
SP 19-35	Heritage Homes of Molalla	SFR	1037 S Walnut St, Timber Park, Lot 84
SP 19-34	Heritage Homes of Molalla	SFR	1065 S Willow St, Timber Park, Lot 57
SP 19-33	Heritage Homes of Molalla	SFR	1076 S Willow St, Timber Park, Lot 52
SP 19-32	Heritage Homes of Molalla	SFR	1096 S Willow St, Timber Park, Lot 51
SP 19-31	VLMK/BE Group	Interior Remodel	1980 SE 4th Ave
SP 19-30	Graham Bldg.	Interior Remodel	181 N Grant St
SP 19-29	Crown Castle	Cell Tower Upgrade	1976 SE Township Rd
SP 19-28	TB Quality Construction	CC Fair- Main Pavilion Roof	694 NE 4th Ave

9. Signs Submitted for Plan Review March 1 – April 30, 2019:

CITY FILE #	APPLICANT	PROJECT	ADDRESS
SN 19-07	Rudnick Signs	Bank of America Signs	1075 SW 1st Ave
SN 19-06	Sunrise Signs	Davies Clinic Sign	345 N Grant St
SN 19-05	Tube Art Display	Monument Sign	279 S Sequoia
SN 19-04	Salem Sign Co	Chad Johnson State Farm	381 SW 1st Ave

10. Active Permit Finals by Clackamas County, March 1 – April 30, 2019:

FINAL DATE	PROJECT	ADDRESS
4/15/2019	Garage Addition 350 SF	492 S 11th Ave
4/16/2019	Addition To Home 468 St For Master Suite	840 N Elm St
4/23/2019	16 X 29 Covered Deck	309 Ne 19th Ave
4/12/2019	Timber Park - NSFR - Lot 39	2104 Se 11th Pl
4/16/2019	Remodel Finished Basement - Add Bedroom & Shower In Bathroom	149 Ne 10th Ave
4/29/2019	Faist 8 Subdivision - NSFR - Lot 37	1928 Se 11th Pl
4/30/2019	Timber Park - NSFR - Lot 76	1084 S Walnut St
4/9/2019	Dry Rot Repair - Remove Chimney Chase, Add New Window, Pour New Footing	855 N Aspen Ct
3/14/2019	Roxy's Hawaiian Grill - Install New Wall Sign	1011 SW 1st Ave
3/11/2019	Sequoia Grove Industrial Pk Bldg A - 39,000 SF Shell Building	299 S Sequoia Pky
3/13/2019	Northwood Estates Lot 86 - NSFR	725 NW 11th Ave
3/14/2019	Timber Park Lot 98 - NSFR	2154 SE 10th Ave
3/14/2019	Timber Park Lot 97 - NSFR	2142 SE 10th Ave
3/15/2019	Faist 7 - Lot 32 - NSFR 1728 Sf - Master Plan	1934 SE 11th Ave
3/19/2019	Addition/Remodel - Replace Deck, Add Deck Cover, Remodel Interior	2830 N Maple Ct
3/21/2019	NSFR	562 NW Knights Bridge Rd
3/22/2019	Canby Civic Block - Landlord Work - Warm Shell Improvement To Retail Space -	113 NW 2nd
3/29/2019	Timber Park Subdivision - NSFR - Lot #70	2107 SE 10th Pl
3/27/2019	Re-Roof 4 Plex	563 N Cedar St



City of Canby Bi-Monthly Report Department: Police
March / April 2019

To: The Honorable Mayor Hodson and City Council
 From: Chief Bret Smith
 Through: Rick Robinson, City Administrator
 Date: May 3, 2019

	March	April
Calls for Service Dispatched 911 and non-emergency calls	1018	1095
Property Crimes Reported		
Burglary	1	1
Motor Use of Motor Vehicle / Unlawful entry of Motor Vehicle	2	1
Fraud	3	2
Robbery	0	0
Theft I, II, & III	14	17
Forgery	1	1
Trespass	6	5
Vandalism (Criminal Mischief)	9	1
Person Crimes Reported		
Assault I, II, IV	1	2
Carrying Concealed Weapons (knife, blade, etc.)	0	0
Disorderly Conduct (includes resisting arrest)	2	3
Endangering Welfare of a Minor/Recklessly endangering	0	0
Felon in possession of firearm	1	0
Harassment, Intimidation or Threats	2	2
Identity Theft	5	3
Interfering with Peace Officer	1	0
Menacing	1	0
Sex Offenses	0	2
Strangulation	0	0
Arrests		
Warrant Arrests (and contempt of court, restraining order, parole violations)	21	15
Adult and Juvenile Custodies (includes juvenile curfew)	39	42
Drug Crimes		
Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	3	9
Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	0	0
Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth.)	0	0
Traffic Crimes, Accidents, Citations		
Attempt to Elude	0	1
Driving Under the Influence of Intoxicants	10	11
Other Traffic Crimes (hit & run, driving while suspended, etc.)	6	5
Traffic Accidents	12	6
Traffic Citations	245	364

Crimes combine misdemeanor and felony offenses, reported to State of Oregon for inclusion in the annual national FBI crime report.



Canby Swim Center Report

From: Eric Laitinen, Aquatic Program Manager

Date: May 6, 2019

Re: Bi-monthly Report

It is Water Safety Month, time for signing up for summer swimming classes for the summer. We also are hosting the Gator Grinder May 11th, the day before Mother's Day. The race a fund raiser for the Canby Swim Club and brings in 300 athletes to compete during the race. It is a great community event and it brings in friends and family as spectators and they enjoy the event too.

Our spring programs continue thru the middle of June. The Canby School district added an additional day to the school year only a couple weeks ago, so we are starting our summer programs on Tuesday June 18th this year instead of a Monday. Currently we are finishing up our school swimming lessons and have one more school to go.

The Gators are also competing again for summer long course season. The Canby Gators will compete up through August for the summer season ending on some big meets such as LC State, Zones and the Futures. There is also a season ending meet for all in Bend. In March the Canby Gators hosted the Tall Timbers area meet and finished first for the second year in a row.

Attendance and revenue are ok but both a bit down from last year. I am guessing since Molalla programs are up and going it has cut into us a little. Revenue is down about \$10,000 from last year overall but attendance numbers are catching up and we are only down 400 swims from last year.

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
 SUBJECT: Attendance Numbers for March 2019
 DATE: 2019 May Report

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
March	2018	2019	2018	2019	2018	2019	17-18	18-19
MORNING LAP	90	89	360	358	450	447	3286	3208
ADULT RECREATION SWIM	31	35	441	404	472	439	4163	4160
MORNING WATER EXERCISE	77	90	449	518	526	608	4529	4784
PARENT/ CHILD	152	132	0	0	152	132	1296	1100
MORNING PUBLIC LESSONS	122	120	0	0	122	120	4424	3743
SCHOOL LESSONS	630	315	0	0	630	315	2370	1932
NOON LAP	127	83	364	278	491	361	2902	2899
TRIATHLON CLASS	42	24	0	0	42	24	54	31
AFTERNOON PUBLIC	673	534	10	53	683	587	4009	4474
PENGUIN CLUB	0	0	252	210	252	210	1335	1262
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	2371	2013
CANBY GATORS	0	0	514	1030	514	1030	6290	6883
MASTER SWIMMING	0	0	36	15	36	15	293	563
EVENING LESSONS	1018	966	0	0	1018	966	8610	8364
EVENING LAP SWIM	34	54	33	38	67	92	737	791
EVENING PUBLIC SWIM	430	369	16	43	446	412	3159	3198
EVENING WATER EXERCISE	73	102	37	42	110	144	810	979
ADULT LESSONS	46	20	0	0	46	20	66	59
GROUPS AND RENTALS	519	406	0	0	519	406	3425	3054
OUTREACH SWIMMING	0	0	0	0	0	0	658	459

FROM : ERIC LAITINEN, AQUATIC PROGRAM MANAGER
 SUBJECT: Attendance Numbers for April 2019
 DATE: 2019 May Report

CANBY SWIM CENTER	ADMIT	ADMIT	PASS	PASS	TOTAL	TOTAL	YTD TOTAL	YTD TOTAL
April	2018	2019	2018	2019	2018	2019	17-18	18-19
MORNING LAP	74	85	374	393	448	478	3734	3686
ADULT RECREATION SWIM	26	49	479	461	505	510	4668	4670
MORNING WATER EXERCISE	73	53	442	520	515	573	5044	5357
PARENT/ CHILD	210	162	0	0	210	162	1506	1262
MORNING PUBLIC LESSONS	164	186	0	0	164	186	4588	3929
SCHOOL LESSONS	874	1330	0	0	874	1330	3244	3262
NOON LAP	116	83	351	242	467	325	3369	3224
TRIATHLON CLASS	52	40	0	0	52	40	106	71
AFTERNOON PUBLIC	238	165	16	25	254	190	4263	4664
PENGUIN CLUB	0	0	288	302	288	302	1623	1564
CANBY H.S. SWIM TEAM	0	0	0	0	0	0	2371	2013
CANBY GATORS	0	0	643	739	643	739	6933	7622
MASTER SWIMMING	0	0	32	27	32	27	325	590
EVENING LESSONS	1366	1446	0	0	1366	1446	9976	9810
EVENING LAP SWIM	49	42	42	24	91	66	828	857
EVENING PUBLIC SWIM	398	336	40	43	438	379	3597	3577
EVENING WATER EXERCISE	46	92	41	41	87	133	897	1112
ADULT LESSONS	0	0	0	0	0	0	66	59
GROUPS AND RENTALS	463	439	0	0	463	439	3888	3493
OUTREACH SWIMMING	0	0	0	0	0	0	658	459
TOTAL ATTENDANCE	4149	4508	2748	2817	6897	7325	61684	61281



March and April, 2019
Monthly Reports

Fleet Department – Robert Stricker
Parks Department – Jeff Snyder
Public Works – Jerry Nelzen
Waste Water Treatment Plan – Dave Conner

Fleet Service BI-Monthly Report

By Robert Stricker, Lead Mechanic

Mar-19

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$61.74	\$7.19	\$0.00	\$68.93
Adult Center	0	\$0.00	\$0.00	\$148.96	\$148.96
Facilities	0	\$0.00	\$0.00	\$42.30	\$42.30
Wastewater Collections	8	\$836.18	\$505.08	\$264.67	\$1,605.93
Wastewater Treatment	2	\$508.64	\$261.17	\$0.00	\$769.81
Parks	9	\$4,705.50	\$605.38	\$305.50	\$5,616.38
Police	20	\$2,984.55	\$1,810.36	\$2,819.14	\$7,614.05
Streets	10	\$1,433.78	\$902.89	\$668.94	\$3,005.61
Fleet Services	0	\$0.00	\$0.00	\$58.19	\$58.19
Canby Area Transit (CAT)	17	\$5,349.25	\$1,855.47	\$3,619.76	\$10,824.48
CUB					
Total	66			Total	\$29,754.64

Apr-19

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	2	\$330.21	\$2.00	\$238.97	\$571.18
Facilities	1	\$100.00	\$400.00	\$159.73	\$659.73
Wastewater Collections	2	\$145.68	\$37.59	\$501.62	\$684.89
Wastewater Treatment	6	\$517.97	\$257.58	\$154.30	\$929.85
Parks	16	\$1,661.30	\$933.21	\$426.73	\$3,021.24
Police	16	\$1,541.12	\$509.67	\$5,615.41	\$7,666.20
Streets	8	\$1,707.27	\$471.75	\$923.22	\$3,102.24
Fleet Services	1	\$37.04	\$31.56	\$69.07	\$137.67
Canby Area Transit (CAT)	31	\$2,587.85	\$1,972.62	\$8,557.21	\$13,117.68
CUB	0				
Total	83			Total	\$29,890.68

Fleet Service Highlights

Parks Maintenance

By Jeff Snyder, Parks Maintenance Lead Worker
March – April 2019

Park Renovations and Volunteers

At Community Park gravel was spread on the fishing platforms around the pond. A couple of picnic tables received new tops and seats.

A new fountain pump was installed in the Klohe fountain at the Cinema public parking area.

Canby Kiwanis held a volunteer clean-up at the Eco Park and the surrounding trail system. The Kiwanians provided 24 hours of labor to the City Of Canby on April the 27th

Park Maintenance

In March we finished the installation of the playground safety surfacing. All the playgrounds also received a safety inspection. We are in the process of addressing needed repairs. Shrub beds were fertilized, cleaned out and bark dusted where needed. The removal of storm debris slow down by the beginning of April and the focus changed to un-winterizing park assets. Mowing, edging, fertilizing and weed control was dominating staff time by mid-April. Building maintenance issues were addressed as found. Visit Canby signs were installed on the kiosks that the Chamber of Commerce maintains.

The Parks Department spent 10 hour on graffiti and vandalism over the last two months.

Regular maintenance is starting to be performed at the 33 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, 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 1st Ave., NW 2nd 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(19th Loop), WWTP property and Zion Cemetery.

Meetings attended

I met with Carol Palmer regarding a Headstone restoration project a Zion Cemetery.

I met with Silas Petersen regarding his proposed Eagle Scout project at Community Park. Silas is proposing to build 5-7 new picnic tables for the park.

I attended the Ackerman Sports Complex conceptual presentation.

I attended the Dodd subdivision preconstruction meeting.

I met with finance regarding the submitted 19-20 Park and Cemetery budgets.

Zion Cemetery

At the cemetery, storm debris removal, mowing, weed spraying floral decoration cleanup and sexton duties were performed at the cemetery. A new storage area door was installed on the mausoleum. Canby Municipal Courts community service referrals were utilized at the cemetery. **For March and April we received 44 hours of labor at the cemetery from the court referrals.**

For your Information

Please see attached park maintenance actual hours for the months of November and December. Hours are based on number of employee's (each day) x 7.5hrs.

Two Month Deferred Maintenance Report March and April

City Park Properties	March-April 2018	March-April 2019	Deferred Maintenance Tasks
	Snapshot of Actual Hours		
Arneson Gardens	172.5	206.5	Landscape maintenance, increase in service level
Baker Prairie Cemetery	29	18	Less storm debris removal
Community Park	77.5	254	Increase in service level, debris removal and turf maintenance
Disc Golf	14.5	5	Less storm debris
Eco Park	12.5	28	Increase in service level, parking lot maintenance
Faist 5 - Undeveloped	2	4.5	Increase in service level
Legacy Park	123	168	increased service level, turf maintenance
S. Locust Park	77	80	increase in service level, asset improvements
Forest Road Path	21	37.5	Increase in service level, hazard tree removal
Fish Eddy	5.5	9	increase in service level
Maple Park	118	205	increase in services level and landscaping
19 th Loop	7	10.5	service as needed
Northwood Park	47	67	increase in service level and landscaping
Simnitt - Undeveloped	0	0	service as needed
Skate Park	24.5	35	Increase in service level and landscaping
Territorial CLC	.5	0	Maintained by volunteers, service as needed
Timber Park	57	86	starting out with increased service level, storm debris removal
Triangle Park	9	14	increase in services level and landscaping
Wait Park	158	135.5	increase in services level created less demand

Within the body of the November-December snapshot, the difference between the 2018 and 2019 cycles, there has been an increase of 368 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) Turf restoration and irrigation repairs/adjustments. (2) Painting the interiors of the restroom buildings.

Respectfully Submitted, Jeff G. Snyder / Park Maintenance Lead Worker

Department: PUBLIC WORKS
 For Months of: March and April 2019
 Prepared by: Jerry Nelzen

1. **Streets:**

The crew received and located 131 locates for March.

Streets	Total Hours
Street Sweeping	20
Street Maintenance	176
Sidewalks	5
Driveway Approach & Sidewalk Inspections	2
Street Sign Manufacturing	4
Street Sign Maintenance	2
Street Sign Installation	2
Mini Trackhoe	15
Dump Truck	3
Vactor	12

2. **Sewer and Storm System:**

Sewer	Total Hours
Sewer TV'ing	10
Sewer Cleaning	89
Sewer Maintenance/Repair	40
Lift Station Maintenance	26
Locating Utilities	55.5
Sewer Inspections	10
Vactor Usage	10
Drying Beds	8
Storm	
Catch Basins	1
Storm Line Maintenance/Repair	2
Storm Line Inspections	4
Erosion Control	3
Drying Beds	2

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Tree Trimming/Removal/Inspection	32
Street Light Repair	48

4. Facility Maintenance

Facilities	Total Hours
	144

5. Miscellaneous:

Miscellaneous	Total Hours
Meetings	3
Plan Preview for Subdivisions	2
Warehouse Maintenance	5
Equipment Cleaning	14
Work Orders	48
Training/Schools	16
Other	14
Removal of Shrubs along the Walking Path	5

April

1. Streets:

The crew received and located 144 locates for April.

Streets	Total Hours
Street Sweeping	20
Street Maintenance	176
Sidewalks	5
Driveway Approach Inspections	2
Street Sign Manufacturing	4
Street Sign Maintenance	2
Street Sign Installation	2
Dump Truck Usage	3
Vactor Usage	12
Mini Trackhoe	15

2. Sewer and Storm System:

Sewer	Total Hours
Sewer Cleaning	12
Sewer Main/Lateral Repairs	48.5
Sewer TV	42
Lift Station Maintenance	110
Locating Utilities	47
Sewer Inspections	7
Vactor Usage	7
Storm	
Catch Basin Maintenance	10
Drywell Maintenance	2.5
Erosion Control	4
Storm Line Inspections	2
Drying Beds	8

3. Street Trees/Lights:

Street Trees/Lights	Total Hours
Street Light Repair	5
Tree Trimming/Watering/Removal	40

4. Facility Maintenance

Facilities	Total Hours
	144

5. Miscellaneous:

Miscellaneous	Total Hours
Meetings	2
Plan Preview for Subdivisions	2
Equipment Cleaning	9
Other	4
Wait Park Light Project	265
Flower Baskets	3



City of Canby Bi-Monthly Report

Department: Wastewater Treatment Plant

For Months of: March & April 2019

To: The Honorable Mayor Hodson & City Council
From: Dave Conner, Lead Operator
Through: Rick Robinson, City Administrator
Date: May 2, 2019

Facility Operations & Maintenance

The water quality for the months of March and April remain good with no violations. Plant Operators continue daily process control and operations of the plant to maintain NPDES permit compliance.

The list below highlights a few of the maintenance tasks and WWTP program duties since the last bi-monthly report.

- Repaired 2 biosolids roll up doors.
- Pull Raw sewage pump #5 sent in for repairs.
- Installed new RSP motor on existing pump.
- Repair of conveyor #2 seam cable.
- Repair bowl and drain on grit pump.
- Completed spring maintenance with moss out and fertilizer.
- Cleaned out scum pit.
- Repaired Quincy radiator.
- Installed Meltrix plug on RSP#3.
- Installed new brushes on N and S Clarifiers for summer permit.
- Repair of capacitors, fuses and bulbs on UV #1.
- Installed new filters on lime silo bag house.
- Listed and sold a few used pumps/equipment items on GovDeals.com.
- Effluent discharge line surveying completed.
- PW removed soil to gain access to effluent outfall pipe repairs
- Renewed landfill permit for 2019-2020.
- Washed and detailed treatment plant vehicles.
- Routine daily maintenance, repairs, and cleaning of plant.

Biosolids Program:

- **March** production: 10 loads to Heard Farms, 281 wet tons.
- **April** production: 8 loads to Heard Farms, 214 wet tons.

Pretreatment Inspection/Reporting, FOG Program

- **March** Pump Outs: 28
- Inspections: 12 fog, 6 pretreatment

- **April** Pump Outs: 19
- Inspections: 3 fog, 4 pretreatment

Pretreatment activities also included monthly review of business license, reviewing environmental surveys, plan review, industrial inspection, reports and working with businesses on BMP agreements.

Daily Lab Activity

- Routine daily lab procedures, process control and permit testing.
- Weekly BOD's, E-coli, solids, NH3 and Alkalinity Testing.
- Completed pre-test for DMR QA-39.
- Passed annual lab equipment calibrations.
- Completed annual nutrient profile testing.
- Monthly lab equipment maintenance.

Meetings/Training Attended

- City Safety Committee Meeting (safety training 101, 102).
- WWTP safety meeting.
- Pesticide application class.
- Lab chemical hygiene plan review.
- Preferred pumper meeting.
- Clackamas short school.
- Association of clean water agencies.

Tech Services Department
Bi-Monthly Report for March/April, 2019

From: Amanda Zeiber
Prepared By: Bryce Frazell
Date: May 6, 2019

Google Analytics Summary Report: March and April 2019

Open Business Days	<u>March</u>	<u>April</u>
	21	22

<u>Audience Overview</u>	<u>March</u>	<u>April</u>
Page Views	20,174	20,748
Sessions (site visits)	9,428	9,804
Users	6,106	6,197
New Users	5,030	5,167
Pages per Session	2.14	2.12
Number of Sessions per User	1.54	1.58
Average Session Duration	1 min 33 secs	1 min 33 secs
Bounce Rate (% of single-page visits)	60.04%	58.70%

No significant changes in site visit numbers as compared to January/February report

<u>New Vs. Returning Visitors</u>	<u>March</u>	<u>April</u>
New	70.43%	70.27%
Returning	29.57%	29.73%

<u>Browser & Operating System</u>	<u>March - Top 5 Browsers</u>	<u>April - Top 5 Browsers</u>
	Google Chrome 45.10%	Google Chrome 45.98%
	Safari 32.00%	Safari 31.45%
	Internet Explorer 9.99%	Internet Explorer 11.13%
	Mozilla Firefox 4.05%	Mozilla Firefox 4.00%
	Microsoft Edge 3.61%	Microsoft Edge 3.53%

Top 3 browser rankings have remained the same since Feb 2015

<u>Overview (Technology)</u>	<u>March</u>	<u>April</u>
Desktop	48.20%	51.14%
Mobile	46.15%	43.58%
Tablet	5.65%	5.28%

Similar results in Technology use as compared with January/February report

<u>Mobile Devices (top 3)</u>	<u>March</u>	<u>April</u>
	Apple iPhone 51.41%	Apple iPhone 53.01%
	Apple iPad 7.06%	Apple iPad 7.41%
	Samsung Galaxy S9 2.50%	Samsung Galaxy S8

iPhone & iPad continue to dominate mobile device preference

<u>Landing Pages (top 5)</u>	<u>March</u>	<u>April</u>
	Swim Center Home Page	Home Page (Index)
	Home Page (Index)	Swim Center Home Page
	Transit Home Page	Job Openings
	Job Openings	Transit Home Page
	Transit Routes	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)

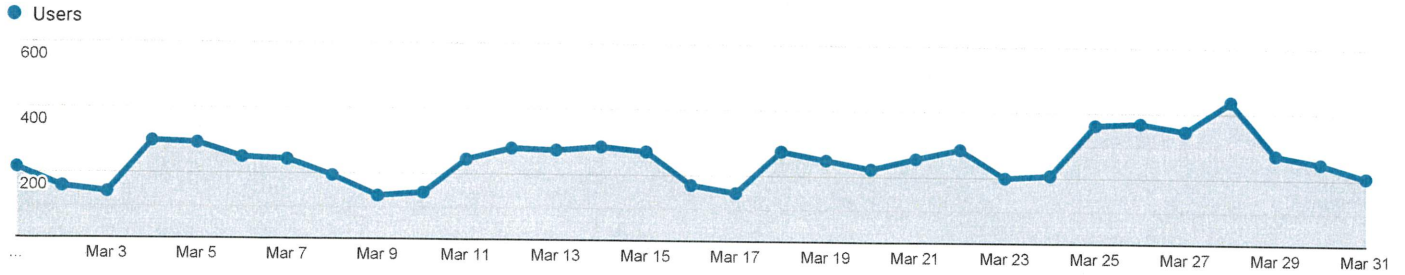
New Sessions/Users (percent of total users who came your site for the first time)

Audience Overview

Mar 1, 2019 - Mar 31, 2019

All Users
100.00% Users

Overview



Users
6,106

New Users
5,030

Sessions
9,428

Number of Sessions per User
1.54

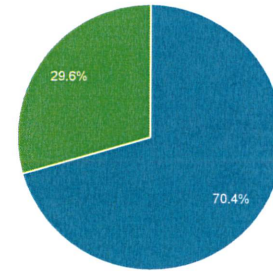
Pageviews
20,174

Pages / Session
2.14

Avg. Session Duration
00:01:33

Bounce Rate
60.04%

New Visitor Returning Visitor



Language	Users	% Users
1. en-us	6,001	98.47%
2. ko	16	0.26%
3. en-gb	15	0.25%
4. es-xl	10	0.16%
5. es-us	9	0.15%
6. en-ca	5	0.08%
7. en	4	0.07%
8. es-419	3	0.05%
9. zh-cn	3	0.05%
10. ar	2	0.03%

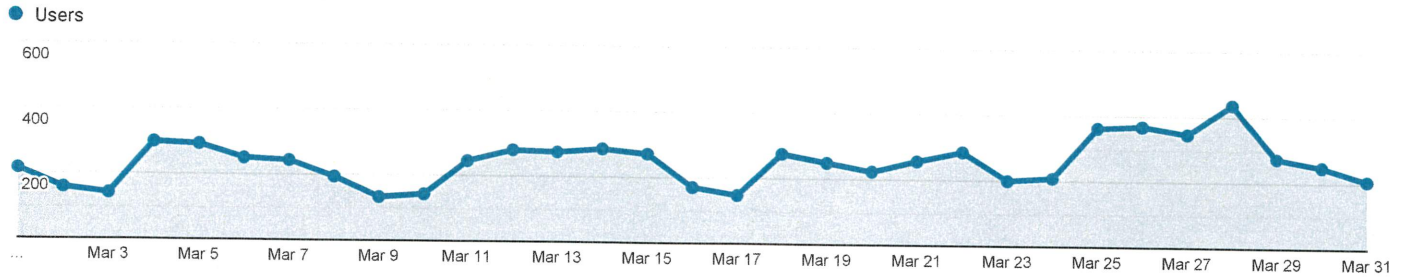
New vs Returning

All Users
100.00% Users

Mar 1, 2019 - Mar 31, 2019

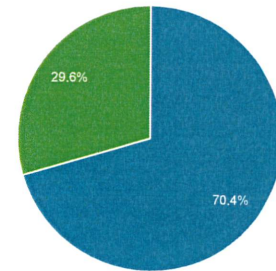
Explorer

Summary



User Type	Users	Users
	6,106 % of Total: 100.00% (6,106)	6,106 % of Total: 100.00% (6,106)
1. ■ New Visitor	5,028	70.43%
2. ■ Returning Visitor	2,111	29.57%

Contribution to total: Users



Rows 1 - 2 of 2

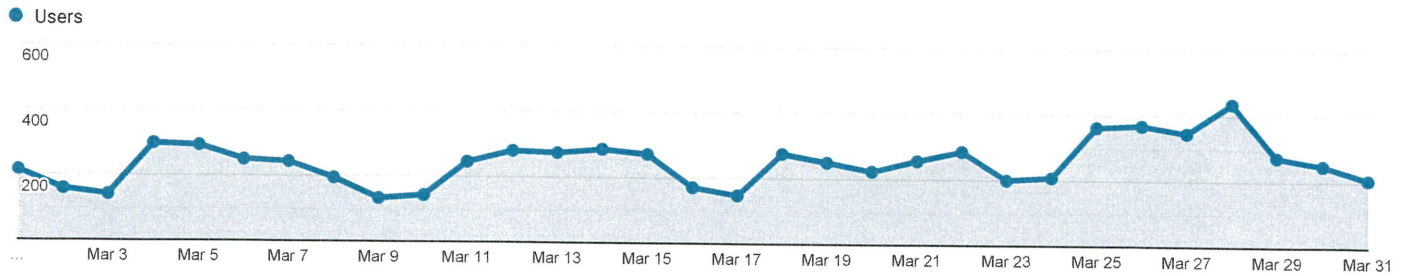
Browser & OS

All Users
100.00% Users

Mar 1, 2019 - Mar 31, 2019

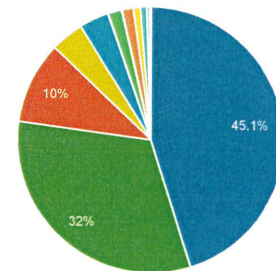
Explorer

Summary



Browser	Users	Users
	6,106 % of Total: 100.00% (6,106)	6,106 % of Total: 100.00% (6,106)
1. Chrome	2,749	45.10%
2. Safari	1,951	32.00%
3. Internet Explorer	609	9.99%
4. Firefox	247	4.05%
5. Edge	220	3.61%
6. Samsung Internet	102	1.67%
7. Safari (in-app)	84	1.38%
8. Mozilla	50	0.82%
9. Android Webview	49	0.80%
10. Amazon Silk	23	0.38%

Contribution to total: Users



Rows 1 - 10 of 15

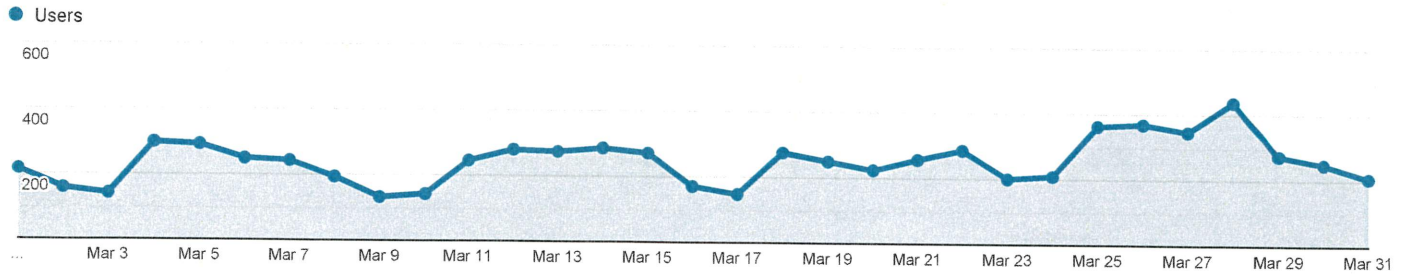
Overview

All Users
100.00% Users

Mar 1, 2019 - Mar 31, 2019

Explorer

Summary



Device Category	Users	Users	Contribution to total: Users
	6,106 % of Total: 100.00% (6,106)	6,106 % of Total: 100.00% (6,106)	
1. desktop	2,937	48.20%	
2. mobile	2,812	46.15%	
3. tablet	344	5.65%	

Rows 1 - 3 of 3

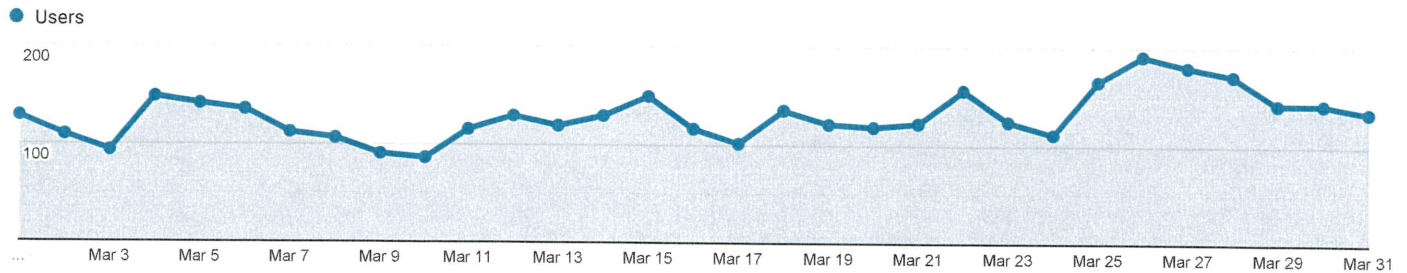
Devices

All Users
51.69% Users

Mar 1, 2019 - Mar 31, 2019

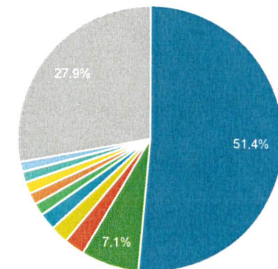
Explorer

Summary



Mobile Device Info	Users	Users
	3,156 % of Total: 51.69% (6,106)	3,156 % of Total: 51.69% (6,106)
1. Apple iPhone	1,623	51.41%
2. Apple iPad	223	7.06%
3. Samsung SM-G965U Galaxy S9+	79	2.50%
4. Samsung SM-G950U Galaxy S8	69	2.19%
5. Samsung SM-G960U Galaxy S9	64	2.03%
6. (not set)	48	1.52%
7. Samsung SM-G930V Galaxy S7	45	1.43%
8. Samsung SM-G955U Galaxy S8+	44	1.39%
9. Samsung SM-N950U Galaxy Note8	42	1.33%
10. Samsung SM-N960U Galaxy Note9	40	1.27%

Contribution to total: Users



Rows 1 - 10 of 307

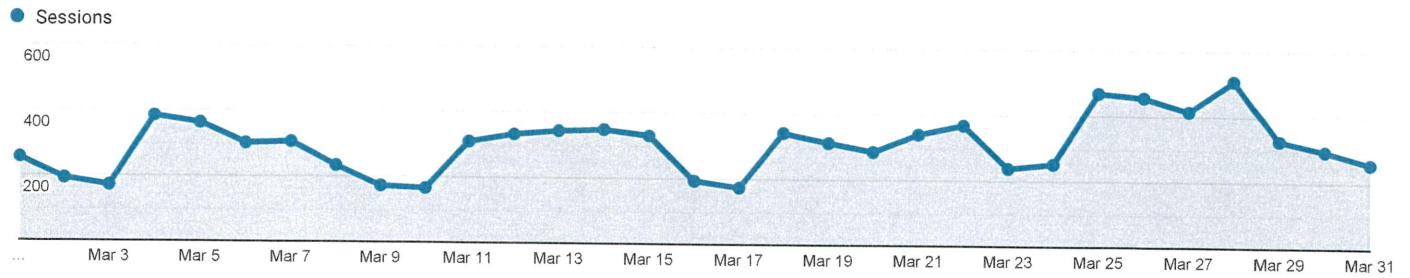
Landing Pages

All Users
100.00% Entrances

Mar 1, 2019 - Mar 31, 2019

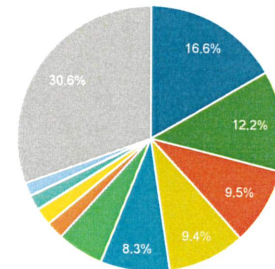
Explorer

Summary



Landing Page	Sessions	Sessions
	9,428 % of Total: 100.00% (9,428)	9,428 % of Total: 100.00% (9,428)
1. /Departments/swim/swim center.htm	1,561	16.56%
2. /index.html	1,152	12.22%
3. /Jobs/jobopenings.htm	892	9.46%
4. / /index.html	887	9.41%
5. /transportation/CAThome page.htm	787	8.35%
6. /transportation/routes.htm	534	5.66%
7. /Departments/swim/schedule.htm	202	2.14%
8. /Departments/pw_operations/parks/park_facilities.htm	198	2.10%
9. /cityservices/utilities.htm	173	1.83%
10. /CityGovernment/council/council_members.htm	158	1.68%

Contribution to total: Sessions



Rows 1 - 10 of 184

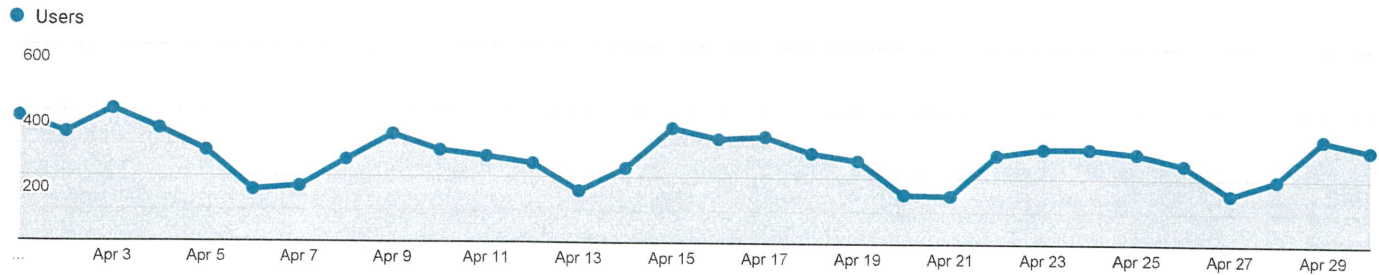
April 2019

Audience Overview

All Users
100.00% Users

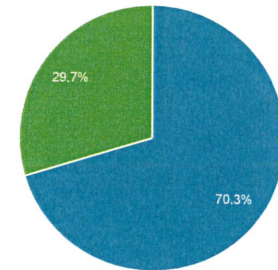
Apr 1, 2019 - Apr 30, 2019

Overview



Users 6,197	New Users 5,167	Sessions 9,804
Number of Sessions per User 1.58	Pageviews 20,748	Pages / Session 2.12
Avg. Session Duration 00:01:33	Bounce Rate 58.70%	

■ New Visitor ■ Returning Visitor



Language	Users	% Users
1. en-us	6,088	98.19%
2. c	15	0.24%
3. en-gb	15	0.24%
4. es-419	11	0.18%
5. es-xl	11	0.18%
6. ko	11	0.18%
7. en-ca	9	0.15%
8. es-us	7	0.11%
9. zh-cn	6	0.10%
10. en-ie	3	0.05%

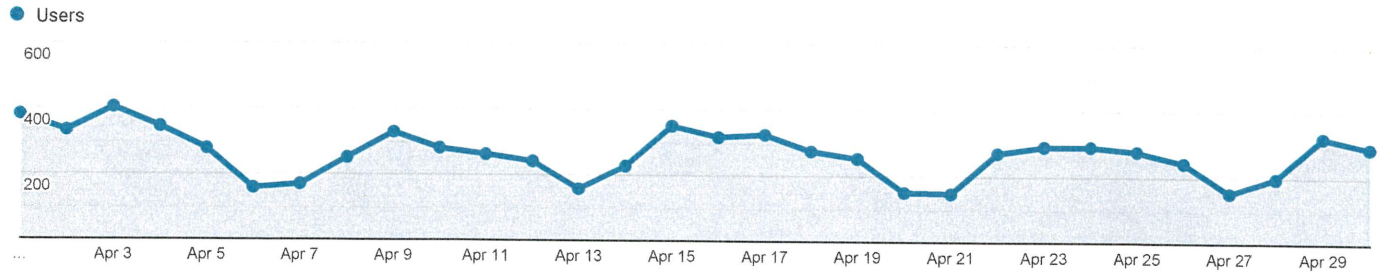
New vs Returning

All Users
100.00% Users

Apr 1, 2019 - Apr 30, 2019

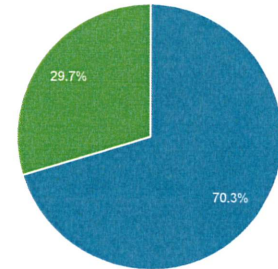
Explorer

Summary



User Type	Users	Users
	6,197 % of Total: 100.00% (6,197)	6,197 % of Total: 100.00% (6,197)
1. ■ New Visitor	5,167	70.27%
2. ■ Returning Visitor	2,186	29.73%

Contribution to total: Users



Rows 1 - 2 of 2

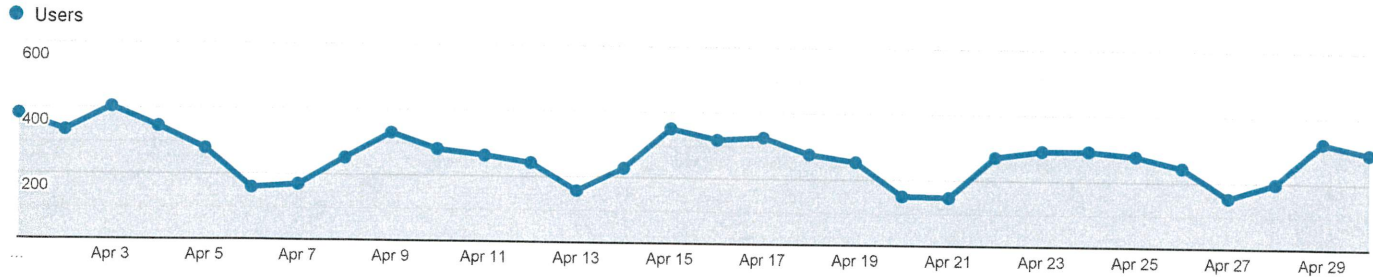
Browser & OS

All Users
100.00% Users

Apr 1, 2019 - Apr 30, 2019

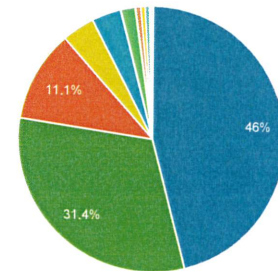
Explorer

Summary



Browser	Users	Users
	6,197 % of Total: 100.00% (6,197)	6,197 % of Total: 100.00% (6,197)
1. Chrome	2,854	45.98%
2. Safari	1,952	31.45%
3. Internet Explorer	691	11.13%
4. Firefox	248	4.00%
5. Edge	219	3.53%
6. Samsung Internet	109	1.76%
7. Mozilla	36	0.58%
8. Safari (in-app)	35	0.56%
9. Android Webview	34	0.55%
10. Amazon Silk	14	0.23%

Contribution to total: Users



Rows 1 - 10 of 16

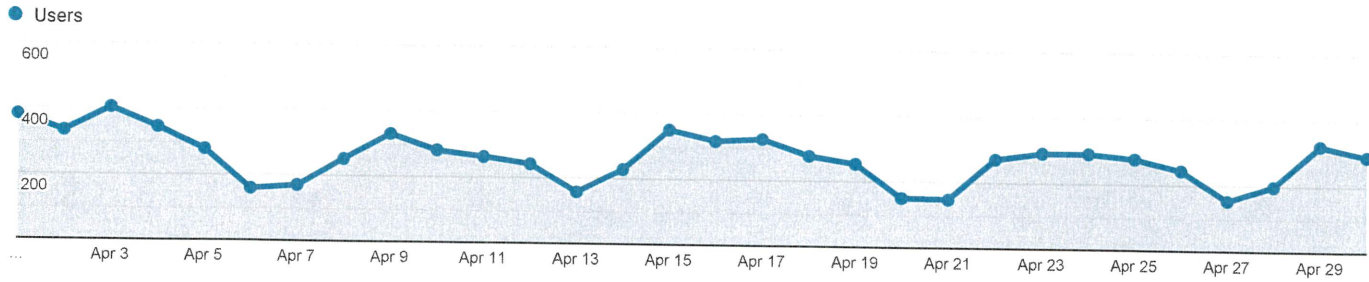
Overview

All Users
100.00% Users

Apr 1, 2019 - Apr 30, 2019

Explorer

Summary



Device Category	Users	Users	Contribution to total: Users
	6,197 % of Total: 100.00% (6,197)	6,197 % of Total: 100.00% (6,197)	
1. desktop	3,174	51.14%	
2. mobile	2,705	43.58%	
3. tablet	328	5.28%	

Rows 1 - 3 of 3

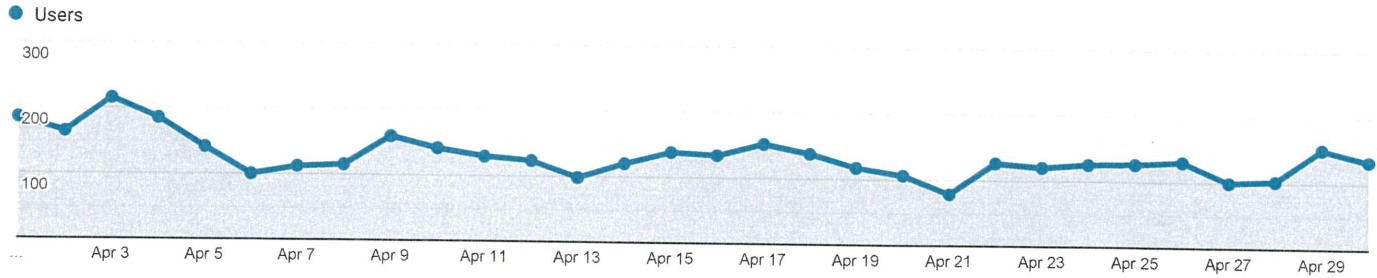
Devices

All Users
48.94% Users

Apr 1, 2019 - Apr 30, 2019

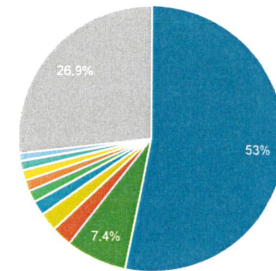
Explorer

Summary



Mobile Device Info	Users	Users
	3,033 % of Total: 48.94% (6,197)	3,033 % of Total: 48.94% (6,197)
1. Apple iPhone	1,610	53.01%
2. Apple iPad	225	7.41%
3. Samsung SM-G950U Galaxy S8	76	2.50%
4. Samsung SM-G960U Galaxy S9	68	2.24%
5. Samsung SM-G965U Galaxy S9+	53	1.75%
6. Samsung SM-N960U Galaxy Note9	45	1.48%
7. Microsoft Windows RT Tablet	41	1.35%
8. (not set)	37	1.22%
9. Samsung SM-G955U Galaxy S8+	35	1.15%
10. Samsung SM-N950U Galaxy Note8	29	0.95%

Contribution to total: Users



Rows 1 - 10 of 297

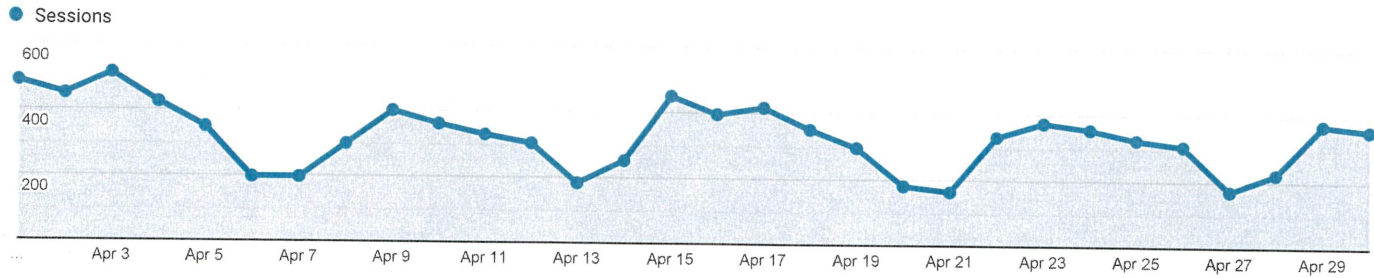
Landing Pages

All Users
100.00% Entrances

Apr 1, 2019 - Apr 30, 2019

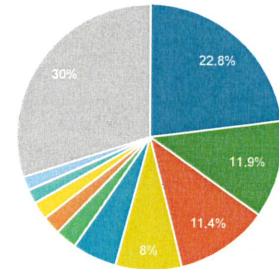
Explorer

Summary



Landing Page	Sessions	Sessions
	% of Total: 100.00% (9,804)	% of Total: 100.00% (9,804)
1. /index.html	2,235	22.80%
2. /Departments/swim/swim center.htm	1,165	11.88%
3. /Jobs/jobopenings.htm	1,120	11.42%
4. /transportation/CAHome page.htm	788	8.04%
5. /transportation/routes.htm	523	5.33%
6. /transportation/transit x.htm	262	2.67%
7. /cityservices/utilities.htm	219	2.23%
8. /Departments/pw_operations/parks/park_facilities.htm	213	2.17%
9. /CityGovernment/council minutes_agenda.htm	168	1.71%
10. /Departments/swim/schedule.htm	166	1.69%

Contribution to total: Sessions



Rows 1 - 10 of 149

City of Canby Bi-Monthly Report

Department: Transit



For: the months of March & April 2019

Date: May 3, 2019

Prepared by: Julie Wehling

Through: Rick Robinson, City Administrator

1) Grant Funding and Contracts:

- a) Monthly Elderly and Disabled transportation reports were submitted to TriMet.
- b) On April 8th the Charter Bus Report was submitted to ODOT electronically.
- c) The TriMet Quarterly Report was submitted on April 15th.
- d) The ODOT Quarterly Report was submitted electronically in OPTIS on May 2nd.

2) Ridership:

Year to date for FY 2018-19 total ridership was up by 10.85 percent as compared to the previous fiscal year. During this report period CAT provided:

- a) 6,639 rides in March (10.83% more than March of 2018).
 - 1,282 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 8.21% fewer than were provided during March of 2018.
 - 5,357 Route 99X rides (16.7% more rides than March of 2018).
- b) 7,422 rides in April (11.25% more rides than April of 2018).
 - 1,491 demand responsive rides (Shopping Shuttle & Dial-A-Ride). This is 1.59% fewer rides than were provided during April of 2018.
 - 5,931 Route 99X rides (14.7% more rides than April of 2018).

The ridership trend upward is a result of the additional service hours added in April of 2018. During the first year of the increased service Route 99X ridership is up by 14.08 percent.

Updates:

- a) The Rider of the Month for March and April was Judy Riedel. The lucky lady received a free bus pass and other goodies each month.
- b) In March and April we provided 168 same day rides on a space available basis.
- c) March 18th was International Transit Driver Appreciation Day. CAT drivers were provided with pizza and salad for lunch with fruit cups and cake for dessert.
- d) On April 24th the new MV General Manager, Harley Kempter resigned.

4) Collisions and Incidents

- a) On March 6th a CAT driver had bus passes stolen from his bus. MV reimbursed the City for the lost passes.
- b) On March 19th a passenger fell out of their seat when a driver stopped the bus abruptly. No injuries were reported.
- c) On April 4th the mirror on a bus scraped the wall of the tunnel in Oregon City. No injuries and minor damage to the bus.
- d) On April 5th there was a minor backing accident when a bus hit the corner of a building. No injuries and minor damage to the bus and building.

5) Events Attended: City staff, contractors and/or volunteers represented CAT or participated in activities and trainings in the following venues:

- On March 7th Julie Wehling attended the C4 meeting in Oregon City.
- On March 9th MV held a driver safety meeting.
- On March 11th Julie Wehling attended an ODOT Region 1 ACT meeting at ODOT Region 1 in Portland.
- On January 15th Julie Wehling attended a Clackamas County Public Transit provider meeting in Oregon City.
- On March 28th the Transit Advisory Committee met for their regular meeting.
- On April 1st Julie Wehling attended an ODOT Region 1 ACT meeting at ODOT Region 1 in Portland.
- On April 4th Julie Wehling attended the C4 meeting in Oregon City. At this meeting the small transit programs presented their concern regarding potential Special Transportation Fund (STF) cuts from the Governor's budget.
- On April 12th Julie Wehling participated via conference call in the TriMet and subcontractor negotiations regarding the Intergovernmental Agreement (IGA) for Statewide Transit Improvement Funds (STIF).
- On April 17th Julie Wehling participated via conference call in a Clackamas County provider conversation regarding the TriMet IGA.
- On April 24th Julie Wehling represented the City and CAT at a meeting of the French Prairie Forum in Aurora. The topic of the day was public transit.