



## AMENDED AGENDA

### CANBY CITY COUNCIL MEETING

May 16, 2018

7:30 PM

Council Chambers  
222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor

*Mayor Brian Hodson*

*Council President Tim Dale*  
*Councilor Tracie Heidt*  
*Councilor Traci Hensley*

*Councilor Greg Parker*  
*Councilor Tyler Smith*  
*Councilor Sarah Spoon*

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### CITY COUNCIL MEETING – 7:30 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 April 25, 2018 City Council Work Session
- B. Approval of Minutes of the May 2, 2018 City Council Work Session & Regular Meeting
- C. Appointment to City Budget Committee

#### 7. PUBLIC HEARINGS

- A. Update to Master Fee Schedule Pg. 1
- B. ANN 18-01/ZC 18-01 DuPont (2.64 Acres 2125 NE Territorial Place) Pg. 40

#### 8. RESOLUTIONS & ORDINANCES

- A. Ord. 1475, Authorizing the Purchase of Three Vehicles for Canby Area Transit from Creative Bus Sales of Canby, Oregon (**2<sup>nd</sup> Reading**) Pg. 97
- B. Ord. 1476, Establishing Criminal History Record Check Policies Concerning Applicants for Employment, Appointed Volunteers, Contractors and Those Employed by Contractors with the City; and Repealing Ord. 1224 (**2<sup>nd</sup> Reading**) Pg. 100

- C. Ord. 1477, Adding Chapter 3.50 to the Canby Municipal Code Thereby Establishing a Transient Room Tax **(2<sup>nd</sup> Reading)** Pg.102
- D. Ord. 1478, Authorizing Contract with Eagle Elsner, Inc. in the Amount of \$758,447.00 with Authorization to Expand the Work Scope to an Amount Not to Exceed \$850,000.00 for Construction of Schedule “A” of the 2018 Street Resurfacing & Slurry Seal; and Declaring an Emergency **(2<sup>nd</sup> Reading)** Pg.114
- E. Ord. 1479, Amending Canby Municipal Code Chapter 8.20 Pertaining to Alarms **(2<sup>nd</sup> Reading)** Pg.122
- F. Ord. 1480, Authorizing Contract with PMAM Corporation of Texas to Provide Alarm Program Administration and Collection Services for the City **(2<sup>nd</sup> Reading)** Pg. 144
- G. Ord. 1481, Authorizing Contract with Intermountain Slurry Seal, Inc. in the Amount of \$141,185.00 with Authorization to Expand the Work Scope to an Amount Not to Exceed \$200,000.00 for Construction of Schedule “B” of the 2018 Street Resurfacing & Slurry Seal **(2<sup>nd</sup> Reading)** Pg. 159
- H. Ord. 1482, Authorizing Contract with Heard Farms for Wastewater Sludge Removal **(2<sup>nd</sup> Reading)** Pg. 167
- I. Ord. 1483, Proclaiming Annexation of 2.64 Acres of Real Property; Amending the Existing County Zoning from Rural Residential Farm Forest Five Acre to City Low Density Residential for the Entire Area; and Setting the Boundaries of the Property to be Included Within the Canby City Limits Pg. 85
- J. Ord. 1485, Amending Canby Municipal Code Chapter 10.04.100 Regarding Storage or Abandoning of Vehicles on Streets Pg. 174
- K. Ord. 1486, Authorizing Contract with Canby Excavating, Inc. in the Amount of \$481,373.30 for Construction of the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage; and Declaring an Emergency Pg. 177
- L. Ord. 1487, Authorizing Amended Contract with Kintechnology, Inc. to Continue to Provide Computer Technical Services For the City Pg. 190
- M. Res. 1284, Setting Fees for Services and Repealing Res. 1272 and All Previous Resolutions Adopting a Master Fee Schedule Pg. 5

**9. NEW BUSINESS**

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

**11. CITIZEN INPUT**

**12. ACTION REVIEW**

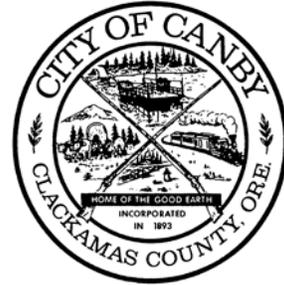
**13. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**

**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](http://www.canbyoregon.gov). City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

**Starting July 5, 2018, City Council meetings will start at 7:00 PM instead of 7:30 PM**

# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Julie Blums, Finance Director*  
**DATE:** *May 4, 2018*  
**THROUGH:** *Rick Robinson, City Administrator*

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**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, 2018. 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.

## **All Departments**

- Staff Rate – Modification in all departments where an hourly rate for services was listed, there is a change referring to “Staff Rate”. The rate for services provided will now be charged using a formula of twice the hourly rate of Step 1 of the position (providing the services) per hour. This allows for consistency and cost recovery including benefits and overhead costs.

## **Administration**

- Audio Cassette Copy – Deleted due to format no longer being offered.
  - Records on CD/DVD/USB – Changed to include USB option; no change in cost
  - Lien Search Fee – Increase to keep pace with fees charged by the online service that title companies use for the initial lien search, and our internal costs for additional processing.
  - Transient Lodging Tax – New tax
  - Vertical Housing Tax Credit Application Fee: \$550.00 – New
  - Vertical Housing Tax Credit Annual Monitoring Fee: \$150.00 - New
- The city is now responsible for this program that was until recently administered by the Oregon Housing and Community Services Program. The zone provided partial property tax abatements and was created as an incentive for the Dahlia Project and any other future mixed use developments in our downtown. These rates are consistent with the former State Program that had been in place for many years and what our sole vertical housing applicant has paid.

## **Police**

- Alarm Fees – The schedule has been completely revised to reflect the fees and process under the new agreement for alarm monitoring administration with PMAM Corporation.
- Name Check Response Letter - Change/Increase as an additional facet is being added to this fee due to the fact two databases are used and more time is required to provide a list of reviewed records.

## **Court**

- Distracted Driving Class Deferred Sentence Fee – Reduce due to a change in statute
  - Expungement Filing Fee – Increase
  - Fix It Dismissal Fee – Increase
  - Guilty By Default Letter Fee – Increase
  - Late Payment Letter Fee – Increase
  - Returned Check Fee - Increase
- The fees listed above have not been changed in several years and are being increased to better reflect the cost of the services and notifications.
- Failure to Pay Alarm Fee- Deleted as fee is not charged through the Court.
  - Motion to Reopen Case Fee – New reflecting a new Court procedure.
  - Show Cause/Order to Appear Fee – Amending the title to include an additional legal aspect and increasing the fee to better reflect the cost of processing.

## **Planning**

- Site & Design Review (Type II & Type III Base Fee) – An inflationary adjustment was made to the base fee which covers most new commercial/industrial development projects for the first 0.5 acres developed with no additional impact as the size of property being developed increases. Wording was revised to increase clarity.
- Site Plan Development Engineering Plan Review Fee – Updated the name of this fee from “Private on Site Engineering Plan Review Fee” to “Site Plan Development Engineering Plan Review Fee” to reduce confusion and allow for a change in the cost recovery method used. The intent of administering this fee is in recognition that all proposed Site Development Plans receive specialized Engineering Plan review and the City’s need to recover the cost of that specialized review that is primarily obtained from the City’s consulting Engineer.
- Public Improvement Engineering Plan Review Fee – Clarified the description with the components that are located in the City public right-of-way that are subject to construction plan review. In addition the fee is proposed to increase to better reflect the cost of recovery and position the City’s fee at the low end of the standard rates being applied in several other communities, all of which must review public improvement plans for new streets, sidewalks, sewer, and storm system plans for which the City accepts and is responsible for after their initial construction for their remaining life.

## **Cemetery**

- Most cemetery fees have not been changed in several years. A meeting was held with the Public Works Director, Cemetery and Finance staff to analyze what services the City is and is not providing. Revisions are being made to better describe services provided and remove those that are not. Actual labor and other costs were used to update the fee schedule to create better cost recovery. A fee study for property sale rates will be done in FY18-19.

## **Transit**

- Payment Submitted Without Return Fee – Deleted the fee as it has proven ineffective in creating the desired result and is expensive to administer.

## **Sewer/Stormwater**

- Sampling and analysis fee – New fee to reflect an existing practice that was not included in the fee schedule. Companies subject to the testing are billed the invoiced cost.

### **Public Works**

- Inspection for Construction Projects (Development/Capital) –With continuous new development and other non-municipal capital projects within the right-of-way (ROW), there is an imperative need for inspection to oversee all work meets City standards and public safety requirements. Staff is recommending this change to ensuring all labor and equipment costs are captured.
- Work-in-Right of Way Permit/Street Excavation (Construction) Permit Fee –Through review of the current permit process it was determined additional time is necessary to administer the permit. This modest increase is necessary for traffic control plan review, assuring a certificate of liability insurance and increasing labor costs. A survey was conducted among other local municipalities and this increase will keep the City well below the average of \$233.
- Work in Right-of-Way Permit Fee (without street excavation) – At times it is necessary for a public utility or contractor to work in the City ROW that may cause traffic impacts. This permit option would allow for the submittal and review of traffic control plans and provide the opportunity to assess whether a business license and certificate of liability insurance is needed.
- Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee – ADA standards or other quality issues may require replacement of newly constructed sidewalks, driveway approaches, or curb. The expense for a return inspection is not included in the original permit and provides the City with the ability to recapture employee time and vehicle costs for additional inspections. This fee may be waived by the inspector if the return inspection is combined with other required inspections.
- Street Tree Fees for New Development – An increase is needed because the existing fee does not capture all costs associated with planting, required 2-3 years of maintenance for watering and fertilization or root barrier for sidewalk and curb protection. Upon approval from the City this fee may be refunded by request of the developer if any planned trees are eliminated due to utility or other conflicts preventing planting.
- Erosion Control Fee – The CECSL certification is not required for installation or inspection of erosion control Best Management Practices (BMPs) by the DEQ 1200-C general permit during construction. The erosion control fee has been updated to implement a single option fee to better represent erosion control practices during construction. The fee has been based on an average hourly wage rate for public works employees, the number of estimated inspections and size of the project. The violation fee has been increased to encourage proper erosion control BMPs and represent fines administered by other local agencies.

### **Systems Development Charges**

- System Development Fees - The adopted SDC methodologies recommend that an annual adjust be made to the SDC fees using the Construction Cost Index (CCI) published by McGraw Hill, Inc. in its weekly periodical, ENR. The Engineering News Record cost index is widely accepted in the engineering and construction industry with monthly updates to the CCI and an annual summary in the July edition. Staff confirmed with our consulting City Engineer that the inflationary adjustment for the past year is 2.64%. All of the SDC fees have been adjusted to reflect this inflationary construction cost factor. Additionally, the “use categories” list has been expanded for both the Stormwater and Transportation SDC to enable more precise targeting for the correct calculation of the applicable fee to various new developments which were not previously represented as a choice.

**Recommendation:** Staff recommends Council adopt Resolution 1284.

Recommended motion: ***“I move to adopt Resolution 1284, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES AND REPEALING RESOLUTION 1262 AND ALL PREVIOUS RESOLUTIONS ADOPTING A MASTER FEE SCHEDULE.”***

**Attached:** Resolution 1284 and Exhibits “A” & “B”

**RESOLUTION NO. 1284**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES AND REPEALING RESOLUTION 1262 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 16, 2018 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 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, 2018.

ADOPTED this 16<sup>th</sup> day of May 2018 by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

EXHIBIT "A"

| Department            | Fee Description   | Current Amount   | Authority       | Effective Date  | Last amount change | Proposed change   |
|-----------------------|---|--|-----------------|-----------------|--------------------|---|
| <b>General</b>        |   |  |                 |                 |                    |   |
|                       | <b>Staff Rate</b>   | <b>new</b>   |                 |                 |                    | <b>Twice the hourly rate for Step 1 of the position/per hour</b>    |
|                       | Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided | 25¢ per sheet  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided           | 75¢ per sheet  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Photocopies or Printouts-Black and White, size 11x17, single sided only               | \$1.00 per sheet   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Photocopies or Printouts-Color, size 11x17, single sided only                         | \$1.25 per sheet   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Plotter prints (8 1/2 x 11)   | \$2  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Plotter prints (11 x 17)  | \$4  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Plotter prints (17 x 22)  | \$6  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Plotter prints (24 x 36)  | \$8  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Plotter prints (36 x 48)  | \$10   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Audio Cassette copy   | \$10   | Res 1262        | 7/1/2017        | 6/1/2010           | delete  |
|                       | <b>Records on CD/DVD</b>  | <b>\$10 plus staff time costs</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>6/1/2010</b>    | <b>Change to "Records on CD/DVD/USB"</b>                            |
|                       | <b>Public Records</b>   | <b>Actual staff time/benefits and materials costs (first 30 minutes no charge)</b> | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2016</b>    | <b>Staff time plus materials costs (first 30 minutes no charge)</b> |
|                       | Public Records-Faxing   | 50¢ per page sent  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Public Records-Mailing costs  | Actual costs + \$1.00 handling fee   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Returned check fee  | \$25   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | <b>Lien Search fee</b>  | <b>\$25</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2011</b>    | <b>\$30</b>   |
|                       | License/Permit/Certificate replacement fee  | \$10   | Res 1262        | 7/1/2017        | 7/1/2012           | no change   |
| <b>Administration</b> |   |  |                 |                 |                    |   |
|                       | Business License-Annual   | \$50   | Res 1262        | 7/1/2017        | 7/1/1994           | no change   |
|                       | Business License-Past Due Fee   | \$10/mo up to \$50   | Res 1262        | 7/1/2017        | 9/1/1991           | no change   |
|                       | Business License-Transfer or Assign   | \$50   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Operating a Business without a License Penalty  | \$100  | Res 1262        | 7/1/2017        | 7/1/2014           | no change   |
|                       | Liquor License Application New  | \$100  | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Liquor License Change of Ownership, Location, or Privilege                            | \$75   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Small Animal Permit   | \$10   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Impounded Animal Redemption Fee   | \$50   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Sidewalk Vending Permit   | \$10   | Res 1262        | 7/1/2017        | 6/1/2010           | no change   |
|                       | Noise Variance fee  | \$75   | Res 1262        | 7/1/2017        | 7/1/2013           | no change   |
|                       | Human Resources Application Fee (Police)  | \$20   | Res 1262        | 7/1/2017        | 7/1/2013           | Currently being waived due to low volume                            |
|                       | Franchise Application and Review Fee-Telecommunications                               | Actual expenses (requires \$2000 deposit)  | Res 1262        | 7/1/2017        | 7/1/2013           | no change   |
|                       | Registration Application Fee-Telecommunications Providers                             | \$100  | Res 1262        | 7/1/2017        | 11/20/2013         | no change   |
|                       | Annual Registration Fee-Telecommunications Providers                                  | 4% of gross revenues   | Res 1262        | 7/1/2017        | 11/20/2013         | no change   |
|                       | Right-of-Way Use Fee-Telecommunications Providers                                     | \$2 per linear foot occupied (if no revenues earned in City)                       | Res 1262        | 7/1/2017        | 11/20/2013         | no change   |
|                       | Franchise Fees-Telecommunications   | 7% gross revenue   | Res 1262        | 7/1/2017        | 6/7/2000           | no change   |
|                       | Franchise Fees-Cable  | 5% gross revenue   | Res 1262        | 7/1/2017        | 2/2/2005           | no change   |
|                       | Franchise Fees-Natural Gas  | 5% gross revenue   | Res 1262        | 7/1/2017        | 6/7/2006           | no change   |
|                       | Franchise Fees-Telephone  | 7% gross revenue   | Res 1262        | 7/1/2017        | 6/7/2000           | no change   |
|                       | Franchise Fees-Solid Waste  | 5% gross revenue   | Res 1262        | 7/1/2017        | 7/1/2011           | no change   |
|                       | In-lieu of Franchise Fees-Water/Stormwater  | 5% of commodity sales  | Res 1262        | 7/1/2017        | 1973               | no change   |
|                       | In-lieu of Franchise Fees-Wastewater/Stormwater                                       | 7% of service charge collected   | Res 1262        | 7/1/2017        | 7/1/2012           | no change   |
|                       | <b>Transient Room Tax</b>   | <b>new</b>   |                 |                 |                    | <b>6%</b>   |
|                       | <b>Vertical Housing Tax Credit Application Fee</b>                                    | <b>new</b>   |                 |                 |                    | <b>\$550</b>  |
|                       | <b>Vertical Housing Tax Credit Annual Monitoring Fee</b>                              | <b>new</b>   |                 |                 |                    | <b>\$150</b>  |
| <b>Main Street</b>    |   |  |                 |                 |                    |   |
|                       | Canby Independence Day Celebration Vendor Fees  |  |                 |                 |                    |   |
|                       | Food Vendor Application   |  |                 |                 |                    |   |
|                       | Early Bird (Before April 1)   | \$125  | Res 1262        | 7/1/2017        | 1/20/2016          | no change   |
|                       | Regular Rate (April 1 - May 1)  | \$175  | Res 1262        | 7/1/2017        | 1/20/2016          | no change   |
|                       | Advanced Rate (May 2 - May 31)  | \$250  | Res 1262        | 7/1/2017        | 1/20/2016          | no change   |
|                       | Final Rate (June 1 - July 1)  | \$500  | Res 1262        | 7/1/2017        | 1/20/2016          | no change   |

EXHIBIT "A"

| Department    | Fee Description  | Current Amount  | Authority       | Effective Date  | Last amount change | Proposed change  |
|---------------|--|---|-----------------|-----------------|--------------------|--|
|               | Specific Location  | \$50 (extra)  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Electricity  | \$25 (per outlet)   | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Beer/Wine Garden Vendor Application                                      | 10% of total sales  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Local Arts/Crafts Vendor Application                                     |   |                 |                 |                    |  |
|               | Regular Rate   | \$45  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Advanced Rate (May 2 - May 31)   | \$65  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Specific Location  | \$50 (extra)  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Outside City Limits Arts/Crafts  |   |                 |                 |                    |  |
|               | Regular Rate   | \$65  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Advanced Rate (May 2 - May 31)   | \$85  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Specific Location  | \$50 (extra)  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Parade Fee (Campaigns/Businesses)  | \$25  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Tie-dyed Shirts  | \$5   | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Car Show   |   |                 |                 |                    |  |
|               | Early Bird (Before June 1)   | \$8   | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |
|               | Regular (After June 1)   | \$10  | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |
|               | Canby's Big Weekend Street Dance Vendor Fees                             |   |                 |                 |                    |  |
|               | Food Vendor Application  | \$50  | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
|               | Beer/Wine Garden Vendor Application                                      | \$250 or 15% of total sales (whichever is greater)                                | Res 1262        | 7/1/2017        | 1/20/2016          | no change  |
| <b>Police</b> |  |   |                 |                 |                    |  |
|               | <b>Alarm Permits</b>   | <b>\$20 annual (waived over 65 &amp; gov't)</b>                                   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>6/1/2010</b>    | <b>delete and replace with below</b>                   |
|               | <b>Alarm Permit Delinquent Payment Fee</b>                               | <b>\$25</b>   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>6/1/2010</b>    | <b>delete and replace with below</b>                   |
|               | <b>False Alarm Response</b>  | <b>Third alarm \$50; fourth alarm \$75, fifth alarm &amp; up \$100 each</b>       | <b>Res 1262</b> | <b>7/1/2017</b> | <b>6/1/2010</b>    | <b>delete and replace with below</b>                   |
|               | <b>Alarm User Fees</b>   |   |                 |                 |                    |  |
|               | <b>Alarm Permit Registration and Annual Renewal</b>                      | <b>new</b>  |                 |                 |                    | <b>\$25 annually</b>                                   |
|               | <b>Registration &amp; Renewal - Senior 65+ and governmental entities</b> | <b>new</b>  |                 |                 |                    | <b>\$10 annually</b>                                   |
|               | <b>Appeal Fee</b>  | <b>new</b>  |                 |                 |                    | <b>\$25 per request</b>                                |
|               | <b>Late Payment Fee</b>  | <b>new</b>  |                 |                 |                    | <b>\$25</b>  |
|               | <b>Reinstatement Fee for a suspended alarm</b>                           | <b>new</b>  |                 |                 |                    | <b>\$25</b>  |
|               | <b>False Alarm:</b>  |   |                 |                 |                    |  |
|               | <b>First False Alarm</b>   | <b>new</b>  |                 |                 |                    | <b>Alarm School or \$50</b>                            |
|               | <b>Second False Alarm</b>  | <b>new</b>  |                 |                 |                    | <b>\$75</b>  |
|               | <b>Third False Alarm</b>   | <b>new</b>  |                 |                 |                    | <b>\$100</b>   |
|               | <b>Fourth or more False Alarms</b>                                       | <b>new</b>  |                 |                 |                    | <b>\$150 each</b>                                      |
|               | <b>Operating a suspended alarm system that is suspended:</b>             |   |                 |                 |                    |  |
|               | <b>First time</b>  | <b>new</b>  |                 |                 |                    | <b>\$200</b>   |
|               | <b>Second and Subsequent Times</b>                                       | <b>new</b>  |                 |                 |                    | <b>\$300</b>   |
|               | <b>Alarm Company Fees</b>  |   |                 |                 |                    |  |
|               | <b>Failure to report new install</b>                                     | <b>new</b>  |                 |                 |                    | <b>\$50</b>  |
|               | <b>False Alarm caused by Alarm Company</b>                               | <b>new</b>  |                 |                 |                    | <b>\$100</b>   |
|               | <b>Calling on Suspended Alarm Site:</b>                                  |   |                 |                 |                    |  |
|               | <b>First time</b>  | <b>new</b>  |                 |                 |                    | <b>\$100</b>   |
|               | <b>Second and Subsequent Times</b>                                       | <b>new</b>  |                 |                 |                    | <b>\$200</b>   |
|               | <b>Failure to use Enhanced Call Confirmation Procedures</b>              | <b>new</b>  |                 |                 |                    | <b>\$100</b>   |
|               | <b>All late charges</b>  | <b>new</b>  |                 |                 |                    | <b>\$25</b>  |
|               | <b>Suspension Reinstatement Fee and Mailing Costs</b>                    | <b>new</b>  |                 |                 |                    | <b>\$200 + \$10 per customer if contacted</b>          |
|               | <b>Appeal fee per request</b>  | <b>new</b>  |                 |                 |                    | <b>\$25 per request</b>                                |
|               | Citation - Copy  | \$5   | Res 1262        | 7/1/2017        | 7/1/2012           | no change  |
|               | Fingerprinting   | \$20 plus \$10 each add'l card  | Res 1262        | 7/1/2017        | 6/16/2010          | no change  |
|               | <b>Name Check Response Letter</b>  | <b>\$5</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2011</b>    | <b>\$5 no record form letter; \$10 list of reports</b> |
|               | Officer's Notes - Copy   | \$5 (per officer requested)   | Res 1262        | 7/1/2017        | 7/1/2014           | no change  |
|               | Photos/Videos on CD  | \$20  | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |
|               | Police Report - Copy   | \$10 DMV accident Report<br>\$15 Police Reports (plus 25¢ per pg. after 10 pages) | Res 1262        | 7/1/2017        | 7/1/2015           | no change  |

EXHIBIT "A"

| Department     | Fee Description  | Current Amount   | Authority       | Effective Date  | Last amount change | Proposed change                                      |
|----------------|--|--|-----------------|-----------------|--------------------|--|
|                | <b>Public Records - Admin Research</b>   | <b>Actual staff time/benefits and materials costs</b>                              | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2016</b>    | <b>Staff rate + materials cost</b>                   |
|                | Radar Certification  | \$5  | Res 1262        | 7/1/2017        | 7/1/2012           | no change  |
|                | Secondhand Dealer Application Fee  | \$50   | Res 1262        | 7/1/2017        | 11/6/2013          | no change  |
|                | Secondhand Dealer Annual Permit Fee  | \$100  | Res 1262        | 7/1/2017        | 11/6/2013          | no change  |
|                | <b>Special Event Security</b>  | <b>\$65/hr</b>   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>Staff rate</b>                                    |
|                | Temporary/Special Event Liquor License   | \$35   | Res 1262        | 7/1/2017        | 7/1/2013           | no change  |
|                | Vehicle Release  | \$125  | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |
| <b>Court</b>   |  |  |                 |                 |                    |  |
|                | Appeal Transcript Fee  | \$35   | Res 1262        | 7/1/2017        | 10/30/2003         | no change  |
|                | Civil Compromise Fee   | \$150  | Res 1262        | 7/1/2017        | 3/29/2012          | no change  |
|                | Court Appointed Attorney Fee   | \$150  | Res 1262        | 7/1/2017        | 7/1/2016           | no change  |
|                | Collections Referral Fee   | 25% of outstanding balance (by statute), not to exceed \$250                       | Res 1262        | 7/1/2017        | 3/29/2012          | no change  |
|                | Discovery Request Fee  | \$10 (reports, documents); \$20 CD/DVD; \$5 citations                              | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |
|                | <b>Distracted Driving Class Deferred Sentence Fee</b>  | <b>\$115</b>   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2016</b>    | <b>\$75</b>  |
|                | DUII Diversion Filing Fee  | \$200  | Res 1262        | 7/1/2017        | 4/1/2017           | no change  |
|                | <b>Expungement Filing Fee</b>  | <b>\$50</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2014</b>    | <b>\$100</b>   |
|                | Failure to Appear at Trial Fee   | \$100  | Res 1262        | 7/1/2017        | 4/1/2017           | no change  |
|                | Failure to Comply Suspension Fee   | \$50   | Res 1262        | 7/1/2017        | 7/1/2015           | no change  |
|                | <b>Failure to Pay Alarm Fee</b>  | <b>\$50</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2016</b>    | <b>delete</b>  |
|                | <b>Fix It Dismissal Fee</b>  | <b>\$25</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>3/29/2012</b>   | <b>\$50</b>  |
|                | Good Driver Class Deferred Sentence Fee  | \$50 less than presumptive fine schedule of offense                                | Res 1262        | 7/1/2017        | 3/29/2012          | no change  |
|                | <b>Guilty by Default Letter Fee</b>  | <b>\$25</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>3/29/2012</b>   | <b>\$50</b>  |
|                | Juvenile Deferred Sentence Fee   | \$61, \$41, \$27, \$14 based on offense class                                      | Res 1262        | 7/1/2017        | 7/1/2016           | no change  |
|                | <b>Late Payment Letter Fee</b>   | <b>\$15 if more than 10 days late</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>10/30/2003</b>  | <b>\$25</b>  |
|                | Minor in Possession Deferred Sentence Fee  | \$150  | Res 1262        | 7/1/2017        | 3/29/2012          | no change  |
|                | Misdemeanor Deferred Sentence Fee  | \$250  | Res 1262        | 7/1/2017        | 7/1/2013           | no change  |
|                | <b>Motion to Reopen Case Fee</b>   | <b>new</b>   |                 |                 |                    | <b>\$35</b>  |
|                | Parking Ticket Late Fee  | City fine doubles after 14 days (fine ranges \$15 to \$25)                         | Res 1262        | 7/1/2017        | 4/1/2017           | no change  |
|                | Payment Plan Fee   | \$25, new or refinanced plan   | Res 1262        | 7/1/2017        | 7/1/2014           | no change  |
|                | Public Records Request Fee   | \$5 1st page, 25¢ ea. add'l page)  | Res 1262        | 7/1/2017        | 7/1/2014           | no change  |
|                | <b>Returned Check Fee</b>  | <b>\$38 (includes demand letter certified)</b>                                     | <b>Res 1262</b> | <b>7/1/2017</b> | <b>3/29/2012</b>   | <b>\$50</b>  |
|                | <b>Show Cause Fee</b>  | <b>\$35 certified letter/\$10 regular letter</b>                                   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2014</b>    | <b>Change to Show Cause/Order to Appear Fee \$50</b> |
|                | Warrant Issued Fee   | \$50   | Res 1262        | 7/1/2017        | 7/1/2015           | no change  |
| <b>Library</b> |  |  |                 |                 |                    |  |
|                | Library Cards  |  |                 |                 |                    |  |
|                | Clackamas County residents   | Free   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Out-of-County Fee*   | \$95   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Library Card Replacement Fee   | \$1  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | <i>*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.</i> |  |                 |                 |                    |  |
|                | Overdue Items  |  |                 |                 |                    |  |
|                | Adult and Children's items   | 25¢ per day (\$3 maximum per children's item; \$5 maximum for all other materials) | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Cultural passes  | \$5 per day up to replacement cost   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Lost Items   | Cost of material as indicated in the library's database                            | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Damaged item   | Cost of material as indicated in the library's database                            | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | Books  |  |                 |                 |                    |  |
|                | Missing book jacket  | \$3  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | CD Audiobooks  |  |                 |                 |                    |  |
|                | Disc   | \$10 per disc  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |
|                | CD case  | \$5  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |

EXHIBIT "A"

| Department                | Fee Description   | Current Amount  | Authority       | Effective Date  | Last amount change | Proposed change  |           |
|---------------------------|---|---|-----------------|-----------------|--------------------|--|-----------|
|                           | DVDs  |   |                 |                 |                    |  |           |
|                           | Bonus disc  | \$5   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | DVD case  | \$3   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Jacket or paper insert  | \$3   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Booklet   | \$5   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Music CDs   |   |                 |                 |                    |  |           |
|                           | Case  | \$4   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Part of case (top or bottom)  | \$2   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Insert  | \$5   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Cultural Pass   |   |                 |                 |                    |  |           |
|                           | Replacement cost  | \$75-\$200  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Puppets   | \$10  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Children's Kits   | Cost of each component as listed in the item record                 | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | RFID Labels   |   |                 |                 |                    |  |           |
|                           | Stingray Label  | \$1   | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |           |
|                           | Missing Barcodes  | \$1   | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Copying and Printing  |   |                 |                 |                    |  |           |
|                           | Black and White (Self Serve)  | 15¢/page  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
|                           | Color (Self Serve)  | 50¢/page  | Res 1262        | 7/1/2017        | 3/1/2016           | no change  |           |
| <b>Canby Area Transit</b> |   |   |                 |                 |                    |  |           |
|                           | Dial-A-Ride General Public  | \$1.00 per boarding   | Res 1262        | 7/1/2017        | 1/2/2012           | no change  |           |
|                           | Dial-A-Ride Complementary Paratransit                                     | \$1.00 per boarding   | Res 1262        | 7/1/2017        | 1/2/2012           | no change  |           |
|                           | Dial-A-Ride Premium   | \$1.00 per boarding   | Res 1262        | 7/1/2017        | 1/2/2012           | no change  |           |
|                           | Shopping Shuttle Services   | no charge   | Res 1262        | 7/1/2017        | 1/2/2012           | no change  |           |
|                           | Fixed-Route Bus Service   | \$1.00 per boarding   | Res 1262        | 7/1/2017        | 1/2/2012           | no change  |           |
|                           | Monthly Pass  | \$20/calendar month   | Res 1262        | 7/1/2017        | 4/1/2014           | no change  |           |
|                           | Punch Pass (24 rides)   | \$20 (no expiration)  | Res 1262        | 7/1/2017        | 7/1/2013           | no change  |           |
|                           | Payroll and self-employment tax   | 0.6%  | Res 1262        | 7/1/2017        | 1/1/2002           | no change  |           |
|                           | <b>Payment Submitted Without Return Fee</b>                               | <b>\$5 per 30 days or fraction thereof, not to exceed \$20 per</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>12/4/2013</b>   | <b>delete</b>  |           |
| <b>Parks</b>              |   |   |                 |                 |                    |  |           |
|                           | Park Maintenance Fee, Monthly   | \$5   | Res 1274        | 1/1/2018        | 1/1/2018           | no change  |           |
|                           | Rentals:  | In City   | Out of City     |                 |                    |  |           |
|                           | Rental of Gazebo in Wait Park (waived for non-profits)                    | \$110   | \$220           | Res 1262        | 7/1/2017           | 4/1/2002   | no change |
|                           | Rental of Wait Park (waived for non-profits)                              | \$375   | \$750           | Res 1262        | 7/1/2017           | 4/1/2002   | no change |
| <b>Public Works</b>       |   |   |                 |                 |                    |  |           |
|                           | <b>Public Works Labor Rate</b>  | <b>\$50/hr</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>Staff rate</b>  |           |
|                           | Equipment Rates (include 1 operator):                                     |   |                 |                 |                    |  |           |
|                           | Vactor Truck  | \$125/hr  | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | Street Sweeper  | \$75/hr   | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | TV Van  | \$100/hr  | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | High Ranger   | \$90/hr   | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | Dump Truck  | \$90/hr   | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | Backhoe   | \$90/hr   | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | Pickup truck  | \$10/hr   | Res 1262        | 7/1/2017        | 7/1/2016           | no change  |           |
|                           | Mower   | \$5/hr  | Res 1262        | 7/1/2017        | 7/1/2017           | no change  |           |
|                           | Street Closure Request  | \$50 (waived for non-profits)                                       | Res 1262        | 7/1/2017        | 4/1/2002           | no change  |           |
|                           | Railroad Parking Lot Event Fee  | \$50 (waived for non-profits)                                       | Res 1262        | 7/1/2017        | 7/1/2011           | no change  |           |
|                           | Street Barricade Delivery Fee   | \$25 + \$250 refundable deposit with approved street closure permit | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |           |
|                           | Map Copying and Research on Easements                                     | \$60/hr+ printing charge  | Res 1262        | 7/1/2017        | 6/1/2010           | Staff rate + printing change   |           |
|                           | Banner Installation   | \$100 (waived for non-profits)                                      | Res 1262        | 7/1/2017        | 4/1/2002           | no change  |           |
|                           | <b>Plan Review, Inspections, and Witnessing for Construction Projects</b> | <b>\$60/hr</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>4/1/2002</b>    | <b>Change title to: Inspections for Construction Projects (Development/Capital); 2.5% (Final Construction Estimate) or \$560 minimum</b> |           |
|                           | <b>Street Excavation (Construction) Permit Fee</b>                        | <b>\$100</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>11/3/1999</b>   | <b>Change title to: Work-in-Right of Way Permit/Street Excavation (Construction) Permit Fee; \$125</b>                                   |           |
|                           | <b>Work in Right-of-Way Permit Fee (without street excavation)</b>        | <b>new</b>  |                 |                 |                    | <b>\$75</b>  |           |

EXHIBIT "A"

| Department | Fee Description   | Current Amount  | Authority       | Effective Date  | Last amount change | Proposed change  |   |
|------------|---|---|-----------------|-----------------|--------------------|--|---|
|            | Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee | \$100   | Res 1262        | 7/1/2017        | 7/1/2015           | no change  |   |
|            | <b>Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee</b>    | <b>new</b>  |                 |                 |                    | <b>\$75</b>  |   |
|            | <b>Street Tree Fees for New Development</b>                                 | <b>\$200 per tree</b>   | <b>Res 1262</b> | <b>7/1/2017</b> | <b>10/16/2013</b>  | <b>\$500/tree for planting, 2 or 3 year maint &amp; watering, incl. root barrier</b> |   |
|            | Street Signs: New and Replacements  | Charge shall be determined based on state contract for similar commodity, quoted at time of request | Res 1262        | 7/1/2017        | 7/1/2015           | no change  |   |
|            | Encroachment Application Permit Fee   | \$50  | Res 1262        | 7/1/2017        | 9/6/2000           | no change  |   |
|            | Building Number Installation Charge   | \$50  | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |   |
|            | Advance Finance Public Improvement Application Fee                          | \$150   | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |   |
|            | Street Tree Removal Permit  | \$25  | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |   |
|            | Sewer Tap Fee (on-site connection)  | \$100   | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |   |
|            | House Move Permit   | \$50  | Res 1262        | 7/1/2017        | 6/1/2010           | no change  |   |
|            | <b>Fleet Services Labor Rate</b>  | <b>\$75/hr</b>  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2011</b>    | <b>\$81.50/hr</b>  |   |
|            | <b>Erosion Control</b>  | <b>Without ESPC Certification</b> <b>With ESPC Certification</b>                                    |                 |                 |                    | <b>Change to a single fee</b>  |   |
|            |   | <b>Base Rate, to 4 inspections</b>  |                 |                 |                    |  |   |
|            | <b>Single Family</b>  | <b>\$190</b>  | <b>\$145</b>    | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$240</b>  |
|            | <b>Duplex</b>   | <b>\$285</b>  | <b>\$218</b>    | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$300</b>  |
|            | <b>Triplex</b>  | <b>\$475</b>  | <b>\$363</b>    | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$360</b>  |
|            | <b>Single Family Additions (disturbing less than 500 sq. ft.)</b>           | <b>\$145</b>  |                 | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$240</b>  |
|            |   | <b>Base Rate, to 8 inspections</b>  |                 |                 |                    |  |   |
|            | <b>All Other Lots (Up to 1 acre)</b>  | <b>\$500</b>  | <b>\$395</b>    | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$500</b>  |
|            | <b>Each additional acre</b>   | <b>\$85</b>   | <b>\$75</b>     | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$85</b>   |
|            | <b>Each additional inspection</b>   | <b>\$45</b>   | <b>\$45</b>     | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>7/1/2011</b>  | <b>\$60</b>   |
|            | <b>Violations</b>   | <b>\$100 per Violation per Day</b>  |                 | <b>Res 1262</b> | <b>7/1/2017</b>    | <b>12/18/2002</b>  | <b>\$1000 per occurrence and \$250 per day if not corrected</b> |
|            | Street Maintenance Fee, Monthly   |   |                 |                 |                    |  |   |
|            | Residential Single Family   | \$5   |                 | Res 1262        | 7/1/2017           | 7/1/2008   | no change   |
|            | Multi-Family Residences   | \$3.34/unit   |                 | Res 1262        | 7/1/2017           | 7/1/2008   | no change   |
|            | Detached Senior Housing and Mobile Home Parks                               | \$2.09/unit   |                 | Res 1262        | 7/1/2017           | 7/1/2008   | no change   |
|            | Attached Senior Housing and Congregate Care Facilities                      | \$1.04/unit   |                 | Res 1262        | 7/1/2017           | 7/1/2008   | no change   |
|            | Non-residential   | Varies: \$0.522 x trip value x units (\$5 min)  |                 | Res 1262        | 7/1/2017           | 7/1/2008   | no change   |
|            | <b>Sewer/Stormwater</b>   |   |                 |                 |                    |  |   |
|            | Combined Sewer/Stormwater Rates (monthly):                                  |   |                 |                 |                    |  |   |
|            | Residential Single Family   | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Residential , apartment, per unit   | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Mobile home   | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Reduced Sewer Rate  | \$32.92   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Elementary school, per student  | \$1.82  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Middle & High school, per student   | \$2.41  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Transient housing (1st unit)  | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Each additional bed   | \$24.26   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Nursing home (1st two beds)   | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Each additional bed   | \$24.26   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Commercial retail, minimum  | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | per 100 cf of water use Nov-Mar   | \$5.78  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Commercial government, minimum  | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | per 100 cf of water use Dec & Jan   | \$5.78  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Industrial, minimum   | \$46.20   |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | per 100 cf of water use   | \$5.78  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |
|            | Late fee  | \$10 per month after 45 days delinquent   |                 | Res 1262        | 7/1/2017           | 7/1/2014   | no change   |
|            | Delinquent Account Certification Fee  | \$50.00   |                 | Res 1262        | 7/1/2017           | 7/1/2014   | no change   |
|            | Sanitary Sewer Extra Strength Charges                                       |   |                 |                 |                    |  |   |
|            | BOD:  |   |                 |                 |                    |  |   |
|            | Concentration 0 to 300 mg/L   | Included in Base  |                 | Res 1262        | 7/1/2017           | 7/1/2015   | no change   |

EXHIBIT "A"

| Department                        | Fee Description   | Current Amount                  | Authority       | Effective Date  | Last amount change | Proposed change          |
|-----------------------------------|---|---------------------------------|-----------------|-----------------|--------------------|--------------------------|
|                                   | Concentration 300 to 600 mg/L   | \$1.18 per pound                | Res 1262        | 7/1/2017        | 7/1/2015           | no change                |
|                                   | Concentration 600 to 1200 mg/L  | \$2.36 per pound                | Res 1262        | 7/1/2017        | 7/1/2015           | no change                |
|                                   | TSS:  |                                 |                 |                 |                    |                          |
|                                   | Concentration 0 to 300 mg/L   | Included in Base                | Res 1262        | 7/1/2017        | 7/1/2015           | no change                |
|                                   | Concentration 300 to 600 mg/L   | \$1.18 per pound                | Res 1262        | 7/1/2017        | 7/1/2015           | no change                |
|                                   | Concentration 600 to 1200 mg/L  | \$2.36 per pound                | Res 1262        | 7/1/2017        | 7/1/2015           | no change                |
|                                   | Industrial Wastewater Discharge Permit  | \$5,000                         | Res 1262        | 7/1/2017        | 4/17/2013          | no change                |
|                                   | <b>Industrial Wastewater Discharge Permit application review fee</b>  | <b>\$55/hr</b>                  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>4/17/2013</b>   | <b>Staff rate</b>        |
|                                   | <b>Sampling and analysis fee</b>  | <b>new</b>                      |                 |                 |                    | <b>Actual Cost</b>       |
| <b>Construction Excise Tax</b>    |   |                                 |                 |                 |                    |                          |
|                                   | Residential, per dwelling unit  |                                 |                 |                 |                    |                          |
|                                   | First 1,000 square feet   | \$0.25/sq ft                    | Res 1262        | 7/1/2017        | 11/2/1994          | no change                |
|                                   | Next 500 square feet  | \$0.50/sq ft                    | Res 1262        | 7/1/2017        | 11/2/1994          | no change                |
|                                   | Next 500 square feet  | \$0.75/sq ft                    | Res 1262        | 7/1/2017        | 11/2/1994          | no change                |
|                                   | Above 2,000 square feet   | \$1.00/sq ft                    | Res 1262        | 7/1/2017        | 11/2/1994          | no change                |
| <b>System Development Charges</b> |   |                                 |                 |                 |                    |                          |
|                                   | <b>Sanitary Sewer</b>   |                                 |                 |                 |                    |                          |
|                                   | Single-Family Residential SDC Per Dwelling Unit   | \$2,709                         | Res 1268        | 7/1/2017        | 7/1/2017           | \$2,781                  |
|                                   | Multi-Family Residential SDC Per Dwelling Unit  | \$2,167                         | Res 1268        | 7/1/2017        | 7/1/2017           | \$2,224                  |
|                                   | <b>Commercial/Industrial SDC Based on Wastewater Flow (Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC Amount)</b>   | <b>\$2,709</b>                  | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$2,781</b>           |
|                                   | <b>Stormwater</b>   |                                 |                 |                 |                    |                          |
|                                   | <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> |                                 |                 |                 |                    |                          |
|                                   | <b>RESIDENTIAL</b>  |                                 |                 |                 |                    |                          |
|                                   | <b>210 Single Family Dwelling / ELNDT 9.52</b>  | <b>\$236 /per dwelling unit</b> | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$242</b>             |
|                                   | <b>220 Multifamily / ELNDT 6.7</b>  | <b>\$166 /per dwelling unit</b> | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$170</b>             |
|                                   | <b>SELECTED LAND USES</b>   |                                 |                 |                 |                    |                          |
|                                   | <b>110 General Light Industrial / ELNDT 7.0</b>   | <b>\$173 /T.S.F.G.F.A.*</b>     | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$178/TSFGFA*</b>     |
|                                   | <b>120 General Heavy Industrial / ELNDT 1.5</b>   | <b>\$37 /T.S.F.G.F.A</b>        | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$38/TSFGFA</b>       |
|                                   | <b>130 Industrial Park / ELNDT 6.83</b>   |                                 |                 |                 |                    | <b>\$173/TSFGFA</b>      |
|                                   | <b>140 Manufacturing / ELNDT 3.82</b>   |                                 |                 |                 |                    | <b>\$98/TSFGFA</b>       |
|                                   | <b>150 Warehouse / ELNDT 5.0</b>  | <b>\$124 /T.S.F.G.F.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$127/TSFGFA</b>      |
|                                   | <b>151 Mini-Warehouse / ELNDT 2.5</b>   | <b>\$62 /T.S.F.G.F.A.</b>       | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$64/TSFGFA</b>       |
|                                   | <b>160 Data Center / ELNDT .99</b>  |                                 |                 |                 |                    | <b>\$26/TSFGFA</b>       |
|                                   | <b>230 Condo/Townhouse / ELNDT 4.93</b>   |                                 |                 |                 |                    | <b>\$125/TSFGFA</b>      |
|                                   | <b>240 Mobile Home Park / ELNDT 3.54</b>  |                                 |                 |                 |                    | <b>\$90/TSFGFA</b>       |
|                                   | <b>254 Assisted Living / ELNDT 2.66</b>   |                                 |                 |                 |                    | <b>\$68/TSFGFA</b>       |
|                                   | <b>310 Hotel / ELNDT 7.67</b>   |                                 |                 |                 |                    | <b>\$195/TSFGFA</b>      |
|                                   | <b>320 Motel / ELNDT 7.83</b>   |                                 |                 |                 |                    | <b>\$199/TSFGFA</b>      |
|                                   | <b>430 Golf Course / ELNDT 4.58</b>   |                                 |                 |                 |                    | <b>\$121/TSFGFA</b>      |
|                                   | <b>444 Movie Theater w/ Matinee / ELNDT 16.37</b>   |                                 |                 |                 |                    | <b>\$416/TSFGFA</b>      |
|                                   | <b>492 Health/Fitness Club / ELNDT 2.85</b>   |                                 |                 |                 |                    | <b>\$73/TSFGFA</b>       |
|                                   | <b>520 Elementary School (Public) / ELNDT 0.5</b>   | <b>\$12 /per student</b>        | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$12/per student</b>  |
|                                   | <b>522 Middle/Jr High School / ELNDT 8.68</b>   |                                 |                 |                 |                    | <b>\$221/per student</b> |
|                                   | <b>530 High School / ELNDT 8.12</b>   |                                 |                 |                 |                    | <b>\$206/per student</b> |
|                                   | <b>560 Church / ELNDT 6.8</b>   | <b>\$168 /T.S.F.G.F.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$172/TSFGFA</b>      |
|                                   | <b>65 Day Care Center/Preschool / ELNDT 1.8</b>   | <b>\$45 /per student</b>        | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$46/per student</b>  |
|                                   | <b>620 Nursing Home / ELNDT 3.87</b>  |                                 |                 |                 |                    | <b>\$99/per bed</b>      |
|                                   | <b>630 Clinic / ELNDT 33.4</b>  | <b>\$827 /T.S.F.G.F.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$849/TSFGFA</b>      |
|                                   | <b>710 General Office Building / ELNDT 11.0</b>   | <b>\$272 /T.S.F.G.F.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$279/TSFGFA</b>      |
|                                   | <b>720 Medical-Dental Office Building / ELNDT 36.1</b>  | <b>\$893 /T.S.F.G.F.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$917/TSFGFA</b>      |
|                                   | <b>750 Office Park / ELNDT 9.70</b>   |                                 |                 |                 |                    | <b>\$246/TSFGFA</b>      |
|                                   | <b>770 Business Park / ELNDT 10.57</b>  |                                 |                 |                 |                    | <b>\$269/TSFGFA</b>      |
|                                   | <b>812 Building Materials/Lumber Store / ELNDT 32.17</b>  |                                 |                 |                 |                    | <b>\$817/TSFGFA</b>      |
|                                   | <b>814 Specialty Retail Center / ELNDT 16.4</b>   | <b>\$406 /T.S.F.G.L.A.*</b>     | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$417/TSFGLA*</b>     |
|                                   | <b>815 Free Standing Discount Store / ELNDT 17.10</b>   |                                 |                 |                 |                    | <b>\$434/TSFGLA</b>      |
|                                   | <b>820 Shopping Center / ELNDT 15.9</b>   | <b>\$394 /T.S.F.G.L.A.</b>      | <b>Res 1268</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$404/TSFGFA</b>      |

EXHIBIT "A"

| Department | Fee Description  | Current Amount                            | Authority | Effective Date | Last amount change | Proposed change   |
|------------|--|---|-----------|----------------|--------------------|-------------------|
|            | 841 Auto Sales / ELNDT 35.75   |   |           |                |                    | \$908/TSFGFA      |
|            | 848 Tire Store / ELNDT 10.74   |   |           |                |                    | \$273/TSFGFA      |
|            | 850 Supermarket / ELNDT 54.9   | \$1,359 /T.S.F.G.F.A.                     | Res 1268  | 7/1/2017       | 7/1/2017           | \$1,395/TSFGA     |
|            | 853 Convenience Market / ELNDT 120.9                                 | \$2,992 /T.S.F.G.F.A.                     | Res 1268  | 7/1/2017       | 7/1/2017           | \$3,071/TSFGFA    |
|            | 862 Home Improvement Super Store / ELNDT 7.51                        |   |           |                |                    | \$191/TSFGFA      |
|            | 880 Pharmacy/Drugstore / ELNDT 38.6                                  | \$955 /T.S.F.G.F.A.                       | Res 1268  | 7/1/2017       | 7/1/2017           | \$980/TSFGFA      |
|            | 881 Pharm/Drug w/ Drive Through / ELNDT 17.29                        |   |           |                |                    | \$439/TSFGFA      |
|            | 890 Furniture Store / ELNDT 2.40                                     |   |           |                |                    | \$61/TSFGFA       |
|            | 911 Bank/Savings: Walk-in / ELNDT 69.7                               | \$1,725 /T.S.F.G.F.A.                     | Res 1268  | 7/1/2017       | 7/1/2017           | \$1,771/TSFGFA    |
|            | 912 Drive in Bank / ELNDT 31.40                                      |   |           |                |                    | \$798/TSFGFA      |
|            | 925 Drinking Place / ELNDT 4.42                                      |   |           |                |                    | \$112/TSFGFA      |
|            | 931 Quality Restaurant / ELNDT 25.7                                  | \$636 /T.S.F.G.F.A.                       | Res 1268  | 7/1/2017       | 7/1/2017           | \$653/TSFGFA      |
|            | 932 High Turnover Sit Down Restaurant / ELNDT 36.23                  |   |           |                |                    | \$921/TSFGFA      |
|            | 934 Fast Food Restaurant / ELNDT 106.7                               | \$2,641 /T.S.F.G.F.A.                     | Res 1268  | 7/1/2017       | 7/1/2017           | \$2,711/TSFGFA    |
|            | 938 Coffee/Donut Drive Through / ELNDT 243.0                         |   |           |                |                    | \$6,173/TSFGFA    |
|            | 942 Automobile Care Center / ELNDT 14.8                              | \$366 /T.S.F.G.L.A.                       | Res 1268  | 7/1/2017       | 7/1/2017           | \$376/TSFGLA      |
|            | 943 Auto Parts (i.e. Autozone) / ELNDT 1.52                          |   |           |                |                    | \$39/TSFGLA       |
|            | 944 Gasoline/Service Station / ELNDT 30.4                            | \$752 /V.F.P.*                            | Res 1268  | 7/1/2017       | 7/1/2017           | \$772/VFP         |
|            | 945 Gas/Service Station w/ Market / ELNDT 17.9                       |   |           |                |                    | \$455/VFP         |
|            | 946 Gas/Service Station w/ Car Wash / ELNDT 17.9                     |   |           |                |                    | \$455/VFP         |
|            | <i>Abbreviations</i>   |   |           |                |                    |                   |
|            | * 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                                  |   |           |                |                    |                   |
|            | <b>Transportation</b>  |   |           |                |                    |                   |
|            |  | Estimated SDC per unit                    |           |                |                    |                   |
|            | Single-Family per unit   | \$3,274.49                                | Res 1262  | 7/1/2017       | 7/1/2017           | \$3,361           |
|            | Multi-Family per unit  | \$2,292.70                                | Res 1262  | 7/1/2017       | 7/1/2017           | \$2,353           |
|            | Non-residential Transportation SDC varies by use category indicated: |   |           |                |                    |                   |
|            | 110 General Light Industrial   | \$2,388.99 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$2,452/TSFGFA*   |
|            | 120 General Heavy Industrial   | \$513.06 per T.S.F.G.F.A. <sup>1</sup>    | Res 1262  | 7/1/2017       | 7/1/2017           | \$527/TSFGFA      |
|            | 130 Industrial Park  |   |           |                |                    | \$1,948/TSFGFA    |
|            | 140 Manufacturing  |   |           |                |                    | \$1,102/TSFGFA    |
|            | 150 Warehouse  | \$1,700.97 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$1,746/TSFGFA    |
|            | 151 Mini-Warehouse   | \$855.47 per T.S.F.G.F.A. <sup>1</sup>    | Res 1262  | 7/1/2017       | 7/1/2017           | \$878/TSFGFA      |
|            | 160 Data Center  |   |           |                |                    | \$368/TSFGFA      |
|            | 230 Condo/Townhouse  |   |           |                |                    | \$1,850/TSFGFA    |
|            | 240 Mobile Home Park   |   |           |                |                    | \$1,775/TSFGFA    |
|            | 254 Assisted Living  |   |           |                |                    | \$931/TSFGFA      |
|            | 310 Hotel  |   |           |                |                    | \$2,857/TSFGFA    |
|            | 320 Motel  |   |           |                |                    | \$2,056/TSFGFA    |
|            | 430 Golf Course  |   |           |                |                    | \$2,970/TSFGFA    |
|            | 444 Movie Theater w/ Matinee   |   |           |                |                    | \$81,613/TSFGFA   |
|            | 492 Health/Fitness Clum  |   |           |                |                    | \$8,159/TSFGFA    |
|            | 520 Elementary School (Public)                                       | \$176.18 per Student                      | Res 1262  | 7/1/2017       | 7/1/2017           | \$181/per student |
|            | 522 Middle/Jr High School  |   |           |                |                    | \$545/per student |
|            | 530 High School  |   |           |                |                    | \$511/per student |
|            | 560 Church   | \$2,338.13 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$2,400/TSFGFA    |
|            | 565 Day Care Center/Preschool  | \$612.79 per Student                      | Res 1262  | 7/1/2017       | 7/1/2017           | \$629/per student |
|            | 620 Nursing Home   |   |           |                |                    | \$1,833/per bed   |
|            | 630 Clinic   | \$11,406.97 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$11,708/TSFGFA   |
|            | 710 General Office Building  | \$3,767.60 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$3,867/TSFGFA    |
|            | 720 Medical-Dental Office Building                                   | \$12,362.19 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$12,689/TSFGFA   |
|            | 750 Office Park  |   |           |                |                    | \$3,095/TSFGFA    |
|            | 770 Business Park  |   |           |                |                    | \$3,441/TSFGFA    |
|            | 812 Building Materials/Lumber Store                                  |   |           |                |                    | \$11,769/TSFGFA   |
|            | 814 Specialty Retail Center  | \$5,604.86 per T.S.F.G.L.A. <sup>2</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$5,753/TSFGLA*   |
|            | 815 Free Standing Discount Store                                     |   |           |                |                    | \$2,595/TSFGLA    |
|            | 820 Shopping Center  | \$5,429.78 per T.S.F.G.L.A. <sup>2</sup>  | Res 1262  | 7/1/2017       | 7/1/2017           | \$5,573/TSFGFA    |
|            | 841 Auto Sales   |   |           |                |                    | \$12,245/TSFGFA   |
|            | 848 Tire Store   |   |           |                |                    | \$3,411/TSFGFA    |
|            | 850 Supermarket  | \$18,807.00 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$19,304/TSFGFA   |
|            | 853 Convenience Market   | \$41,360.54 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$42,452/TSFGFA   |
|            | 862 Home Improvement Super Store                                     |   |           |                |                    | \$2,255/TSFGFA    |
|            | 880 Pharmacy/Drugstore   | \$13,201.02 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$13,550/TSFGFA   |
|            | 881 Pharm/Drug w/ Drive Through                                      |   |           |                |                    | \$4,272/TSFGFA    |
|            | 890 Furniture Store  |   |           |                |                    | \$186/TSFGFA      |
|            | 911 Bank/Savings: Walk-in  | \$23,836.76 per T.S.F.G.F.A. <sup>1</sup> | Res 1262  | 7/1/2017       | 7/1/2017           | \$24,466/TSFGFA   |
|            | 912 Drive in Bank  |   |           |                |                    | \$1,833/TSFGFA    |
|            | 925 Drinking Place   |   |           |                |                    | \$37,728/TSFGFA   |

EXHIBIT "A"

| Department | Fee Description  | Current Amount                            | Authority       | Effective Date  | Last amount change | Proposed change       |
|------------|--|---|-----------------|-----------------|--------------------|-----------------------|
|            | 931 Quality Restaurant   | \$8,771.88 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262        | 7/1/2017        | 7/1/2017           | \$9,003/TSFGFA        |
|            | 932 High Turnover Sit Down Restaurant  |   |                 |                 |                    | \$3,798/TSFGFA        |
|            | 934 Fast Food Restaurant   | \$36,497.02 per T.S.F.G.F.A. <sup>1</sup> | Res 1262        | 7/1/2017        | 7/1/2017           | \$37,461/TSFGFA       |
|            | 938 Coffee/Donut Drive Through   |   |                 |                 |                    | \$10,024/TSFGFA       |
|            | 942 Automobile Care Center   | \$5,070.76 per T.S.F.G.F.A. <sup>1</sup>  | Res 1262        | 7/1/2017        | 7/1/2017           | \$5,205/TSFGFA        |
|            | 943 Auto Parts (ie. Autozone)  |   |                 |                 |                    | \$3,891/TSFGFA        |
|            | 944 Gasoline/Service Station   | \$10,649.59 per V.F.P. <sup>3</sup>       | Res 1262        | 7/1/2017        | 7/1/2017           | \$10,931/VFP          |
|            | 945 Gas/Service Station w/ Market  |   |                 |                 |                    | \$448/VFP             |
|            | 946 Gas/Service Station w/Car Wash   |   |                 |                 |                    | \$1,271/VFP           |
|            | Abbreviations:   |   |                 |                 |                    |                       |
|            | <sup>1</sup> T.S.F.G.F.A. = Thousand Square Feet Gross Floor Area  |   |                 |                 |                    |                       |
|            | <sup>2</sup> T.S.F.G.L.A. = Thousand Square Feet Gross Leasable Area   |   |                 |                 |                    |                       |
|            | <sup>3</sup> V.F.P. = Vehicle Fueling Position   |   |                 |                 |                    |                       |
|            |  |   |                 |                 |                    |                       |
|            | <b>Parks</b>   |   |                 |                 |                    |                       |
|            | Residential - per dwelling unit  |   |                 |                 |                    |                       |
|            | Single Family  | \$5,526.20                                | Res 1262        | 7/1/2017        | 7/1/2017           | \$5,672               |
|            | Multi-Family   | \$5,753.36                                | Res 1262        | 7/1/2017        | 7/1/2017           | \$5,905               |
|            | Manufactured Housing   | \$4,615.31                                | Res 1262        | 7/1/2017        | 7/1/2017           | \$4,737               |
|            | <b>Non-Residential</b>   | <b>\$443.25 base fee</b>                  | <b>Res 1262</b> | <b>7/1/2017</b> | <b>7/1/2017</b>    | <b>\$455 base fee</b> |
|            | <i>Note: Non-residential Parks SDC varies by use and can be calculated using the method indicated below.</i> |   |                 |                 |                    |                       |
|            |  | Square feet per employee                  |                 |                 |                    |                       |
|            | <b>Manufacturing:</b>  |   |                 |                 |                    |                       |
|            | General (700)  | 700                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Food Related (775)   | 775                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Textile, Apparel (575)   | 575                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Lumber, Wood Products (560)  | 560                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Paper & Related (1,400)  | 1,400                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Printing & Publishing (600)  | 600                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Chemicals, Petrol, Rubber, Plastics (850)  | 850                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Cement, Stone, Clay, Glass (800)   | 800                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Furniture & Furnishings (600)  | 600                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Primary Metals (1,000)   | 1,000                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Secondary Metals (800)   | 800                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Non-Electrical Machinery (600)   | 600                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Electrical Machinery (375)   | 375                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Electrical Design (325)  | 325                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Transportation Equipment (500)   | 500                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Other (400)  | 400                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | <b>Wholesale Trade:</b>  |   |                 |                 |                    |                       |
|            | Durable Goods (1,000)  | 1,000                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Non-Durable Goods (1,100)  | 1,150                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | <b>Warehousing:</b>  |   |                 |                 |                    |                       |
|            | Storage (20,000)   | 20,000                                    | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Distribution (2,500)   | 2,500                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Trucking (1,500)   | 1,500                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Communications (250)   | 250                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Utilities (225)  | 225                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | <b>Retail:</b>   |   |                 |                 |                    |                       |
|            | General (700)  | 700                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Hardware (1,000)   | 1,000                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Food Stores (675)  | 675                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Restaurant/Bar (225)   | 225                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Appliance/Furniture (1,000)  | 1,000                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Auto Dealership (650)  | 650                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Gas/Station - Gas Only (300)   | 300                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Gas/Station - Gas & Service (400)  | 400                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Regional Shopping Center (600)   | 600                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | <b>Services:</b>   |   |                 |                 |                    |                       |
|            | Hotel/Motel (1,500)  | 1,500                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Health Services - Hospital (500)   | 500                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Health Services - Clinic (350)   | 350                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Educational (1,300)  | 1,300                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Cinema (1,100)   | 1,100                                     | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Personal Services - Office (600)   | 600                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Finance, Insurance, Real Estate, Business Services- Office (350)   | 350                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |
|            | Government Administration (300)  | 300                                       | Res 1262        | 7/1/2017        | 7/1/2016           |                       |

EXHIBIT "A"

| Department      | Fee Description  | Current Amount  | Authority | Effective Date | Last amount change | Proposed change |
|-----------------|--|---|-----------|----------------|--------------------|-----------------|
|                 | <p><i>The Parks SDCs for a particular non-residential development are determined by: 1) dividing the total square feet of building space in the development by the number of square feet per employee (from column 2 above), and 2) multiplying the result by the current Parks SDC fee of \$426.61. For Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$426.61 = \$15,986.63 (Parks SDC Fee).</i></p> |   |           |                |                    |                 |
| <b>Planning</b> |  |   |           |                |                    |                 |
|                 | Annexation – Less than 1 acre  | \$1,890 - (Base Fee)  | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Annexation – 1 – 10 Acres  | Plus \$110 per Acre   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Annexation – 11 – 50 Acres   | Plus \$60 per Acre  | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Annexation – 51+ Acres   | Plus \$15 per Acre  | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Annexation Legal Review – Development Agreement or Development Concept Plan  | Applicant pays actual costs   | Res 1262  | 7/1/2017       | 7/10/2009          | no change       |
|                 | Appeal - Interpretation or type II decision to Planning Commission   | \$1,600   | Res 1262  | 7/1/2017       | 7/10/2009          | no change       |
|                 | Appeal - Planning Commission decision to City Council  | \$1,920   | Res 1262  | 7/1/2017       | 7/10/2009          | no change       |
|                 | Building Permit Site Plan Review   |   |           |                |                    | no change       |
|                 | Single Family House  | \$105 per application   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Duplex (including conversions of single family to duplex)  | \$125 per application   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Non-Living Space addition (garage, carport, porch, etc)  | \$50 per application  | Res 1262  | 7/1/2017       | 7/1/2012           | no change       |
|                 | Living Space addition (expansion and/or creation of accessory dwelling)  | \$80 per application  | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Multifamily  | \$60 per unit (first 20 units)/\$12 per each additional unit)                                       | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Demolitions (Residential)  | \$25  | Res 1262  | 7/1/2017       | 7/1/2012           | no change       |
|                 | Demolitions (Commercial or Industrial)   | \$50  | Res 1262  | 7/1/2017       | 7/1/2012           | no change       |
|                 | Residential or Commercial tenant improvements and remodels not involving additional square footage   | \$25  | Res 1262  | 7/1/2017       | 7/1/2015           | no change       |
|                 | Signs  | \$60 (\$12 for each additional sign)  | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Existing Wireless Telecommunications System Facility/Tower Modification  | \$50  | Res 1262  | 7/1/2017       | 7/1/2013           | no change       |
|                 | All other commercial and industrial based on building square footage:  |   |           |                |                    |                 |
|                 | 0 to 2,000 square feet   | \$105   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | 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 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | 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 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | 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 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | 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 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | 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 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Comprehensive Plan Amendment   | \$3,290   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Conditional Use Permit   | \$2,080   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Condominium Construction, less than six units  | \$285   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Interpretation   | \$590   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Lot Line Adjustment  | \$530   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Non-conforming Structure/Use   | \$530   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Parking Lot/Paving Projects  | \$310   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Partition - Major  | \$1,390   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Partition - Minor  | \$1,310   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Planned Unit Development   | \$1,550   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Plat (Final) Review  | \$110   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                 | Pre-Application Conference   |   |           |                |                    |                 |

EXHIBIT "A"

| Department | Fee Description                                   | Current Amount   | Authority | Effective Date | Last amount change | Proposed change   |
|------------|---|--|-----------|----------------|--------------------|---|
|            | Type II (Administrative Review)                   | \$310  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Types III or IV (Quasi-Judicial Review)           | \$720  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Preconstruction Conference                        | <b>\$105 (+\$60 per hr. over 2 hrs)</b>  | Res 1262  | 7/1/2017       | 7/1/2017           | <b>\$105 (+Staff rate over 2 hrs)</b>   |
|            | Minor Modification                                | \$105  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Multiple Land Use Application Submittal Discount  | 50% multiple application discount only applies to the lower cost application(s) (Please check with Planning Staff) | Res 1262  | 7/1/2017       | 7/1/2015           | no change   |
|            | Sidewalk Café Annual Permit Fee                   | \$25   | Res 1262  | 7/1/2017       | 8/18/2009          | no change   |
|            | Sidewalk Café Annual Right of Way Rental Fee      | \$1  | Res 1262  | 7/1/2017       | 8/18/2009          | no change   |
|            | Site and Design Review (Type II)                  |  |           |                |                    |   |
|            | First 0.5 acres                                   | <b>\$970 (Base Fee)</b>  | Res 1262  | 7/1/2017       | 7/1/2017           | Up to 0.5 acres: \$1,000 (Base Fee)   |
|            | From 0.5 acres up to 2.5 acres                    | \$105 for each additional .1 acres   | Res 1262  | 7/1/2017       | 7/1/2017           | Over 0.5 acres up to 2.5 acres (no fee change)  |
|            | From 2.5 acres up to 8.0 acres                    | \$105 for each additional .5 acres   | Res 1262  | 7/1/2017       | 7/1/2017           | Over 2.5 acres up to 8.0 acres (no fee change)  |
|            | From 8.0 acres up to 13 acres                     | \$105 for each additional 1.0 acres  | Res 1262  | 7/1/2017       | 7/1/2017           | Over 8.0 acres up to 13 acres (no fee change)   |
|            | 13 acres and above                                | \$5,000 maximum  | Res 1262  | 7/1/2017       | 7/1/2011           | Over 13 acres (no fee change)   |
|            | Site and Design Review (Type III)                 |  |           |                |                    |   |
|            | First 0.5 acres                                   | <b>\$1,535 (Base Fee)</b>  | Res 1262  | 7/1/2017       | 7/1/2017           | Up to 0.5 acres: \$1,565 (Base Fee)   |
|            | From 0.5 acres up to 2.5 acres                    | \$105 for each additional 0.1 acres  | Res 1262  | 7/1/2017       | 7/1/2017           | Over 0.5 acres up to 2.5 acres (no fee change)  |
|            | From 2.5 acres up to 8.0 acres                    | \$105 for each additional 0.5 acres  | Res 1262  | 7/1/2017       | 7/1/2017           | Over 2.5 acres up to 8.0 acres (no fee change)  |
|            | From 8.0 acres up to 13 acres                     | \$105 for each additional 1.0 acres  | Res 1262  | 7/1/2017       | 7/1/2017           | Over 8.0 acres up to 13 acres (no fee change)   |
|            | 13 acres and above                                | \$5,000 maximum  | Res 1262  | 7/1/2017       | 7/10/2009          | Over 13 acres (no fee change)   |
|            | Private On Site Engineering Plan Review Fee       | 0.2% of total private on-site construction cost excluding the structure capped at \$3000, \$300 minimum            | Res 1262  | 7/1/2017       | 7/1/2016           | Replace with below  |
|            | Site Plan Development Engineering Plan Review Fee |  |           |                |                    |   |
|            | Up to 1.0 acre                                    | new  |           |                |                    | \$450 (Base Fee)  |
|            | Over 1.0 acre up to 2.5 acres                     | new  |           |                |                    | \$30 for each additional 0.1 acres  |
|            | Over 2.5 acres up to 10 acres                     | new  |           |                |                    | \$30 for each additional 0.5 acres  |
|            | Over 10 acres up to 40 acres                      | new  |           |                |                    | \$30 for each additional 10 acres   |
|            | Over 40 acres and above                           | new  |           |                |                    | \$2,500 (Maximum)   |
|            | Special Permit (hardship)                         | \$105  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Subdivision – 4 Lots                              | \$1,735 (Base Fee)   | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Subdivision – 5+ Lots                             | Base fee + \$115 per Lot   | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Engineering Public Improvement Plan Review Fee    | 0.4% of public improvement cost  | Res 1262  | 7/1/2017       | 7/1/2014           | <b>Change to: 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</b> |
|            | Temporary Vendor Permit                           | \$100 (\$50 non-profit)  | Res 1262  | 7/1/2017       | 10/16/2009         | no change   |
|            | Temporary Vendor Permit Renewal                   | \$50 (\$25 non-profit)   | Res 1262  | 7/1/2017       | 7/1/2012           | no change   |
|            | Text Amendment                                    | \$2,950  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Traffic Engineering Scope                         | \$500 min. \$1,000 max. deposit  | Res 1262  | 7/1/2017       | 7/1/2011           | no change   |
|            | Traffic Impact Study                              | Applicant pays actual costs  | Res 1262  | 7/1/2017       | 6/1/2010           | no change   |
|            | Variance - Major                                  | \$2,150  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Variance - Minor Setback                          | \$530  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Variance - Minor Sign                             | \$120  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Withdrawal of Territory < 1 acre                  | \$1,388 (base fee)   | Res 1262  | 7/1/2017       | 2/2/2011           | no change   |
|            | Withdrawal of Territory - 1-10 acres              | Plus \$79 per acre   | Res 1262  | 7/1/2017       | 2/2/2011           | no change   |
|            | Withdrawal of Territory 11-50 acres               | Plus \$41 per acre   | Res 1262  | 7/1/2017       | 2/2/2011           | no change   |
|            | Withdrawal of Territory 51+ acres                 | Plus \$8 per acre  | Res 1262  | 7/1/2017       | 2/2/2011           | no change   |
|            | Zoning Letter                                     |  |           |                |                    |   |
|            | Basic (zone and use verification)                 | \$20   | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |
|            | Expansive (conformance research)                  | \$105  | Res 1262  | 7/1/2017       | 7/1/2017           | no change   |

EXHIBIT "A"

| Department      | Fee Description  | Current Amount  | Authority | Effective Date | Last amount change | Proposed change |
|-----------------|--|---|-----------|----------------|--------------------|-----------------|
|                 | Zoning Map Amendment   | \$2,700   | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
| <b>Building</b> |  |   |           |                |                    |                 |
|                 | Building Permit Fee  |   |           |                |                    |                 |
|                 | \$0 to \$3,000 valuation   | \$80  | Res 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Plan Review Fee  | 100% of Building Permit fee   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Temporary Certificate of Occupancy   | \$250   | Res 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Inspections outside of normal business hours   | \$160/hr (minimum charge – two hours)   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Re-inspection Fees   | \$80  | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Inspections for which no fee is specifically indicated   | \$160/hr (minimum charge – 1/2 hour)  | Res 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | 2001 sq. ft. to 3600 sq. ft.   | \$210   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | 3601 sq. ft. to 7200 sq. ft.   | \$269   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | 7201 sq. ft. and greater   | \$377   | Res 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Install/Replace Furnace: Over 100,000btu   | \$31.50 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Install/Replace/Relocate Heaters: Suspended, Wall or Floor Mounted.                              | \$24.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Appliance Vent   | \$12.50 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Alteration Of Existing HVAC System   | \$24.75   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Air Handling Units   | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Air Conditioning under 100,000btu  | \$24.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Air Conditioning over 100,000btu   | \$46.50 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Dryer Exhaust  | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Hood   | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Exhaust Fan Connected To A Single Duct   | \$12.50 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Gas Piping: 1 To 4 Outlets   | \$8.25  | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Gas Piping: Each Additional Outlet   | \$2.25 per outlet   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Fireplace  | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Wood Stove   | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Other  | \$18.75 per appliance   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Minimum Permit Fee   | \$80  | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                 | Plan Review Fee (Mechanical)   | 100% of Mechanical Permit fee   | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |

EXHIBIT "A"

| Department         | Fee Description   | Current Amount  |                | Authority | Effective Date | Last amount change | Proposed 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Plan Review Fee (Mechanical)  | 37% of Mechanical Permit fee  |                | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Grading Permit Fee Schedule   |   |                |           |                |                    |                 |
|                    | 50 cubic yards or less  | \$80  |                | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | 51 to 100 cubic yards   | \$117   |                | Res 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 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 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Plan Review Fee (Grading)   | 65% of Grading Permit fee   |                | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Manufactured Dwelling Installation  |   |                |           |                |                    |                 |
|                    | Installation and set up   | \$350   |                | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Earthquake bracing when not part of original installation   | \$280   |                | Res 1262  | 7/1/2017       | 11/1/2008          | no change       |
|                    | Prescriptive Flat Fee Solar Installation  | \$240   |                | Res 1262  | 7/1/2017       | 7/1/2011           | no change       |
| <b>Swim Center</b> |   | In City   | Out of City    |           |                |                    |                 |
|                    | Daily Admission - Youth   | \$2.50  | \$3.75         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Daily Admission - Senior  | \$2.50  | \$3.75         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Daily Admission - Adult   | \$3.25  | \$4.50         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Daily Admission - Family  | \$8.25  | \$12.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Tickets - 10 Swims Youth/Senior   | \$25.00   | \$37.50        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Tickets - 10 Swims Adult  | \$32.50   | \$45.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 3 month - Youth  | \$50.00   | \$75.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 3 month - Senior   | \$50.00   | \$75.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 3 month - Adult  | \$65.00   | \$90.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 3 month - 1 + 1  | \$97.50   | \$135.00       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 3 month - Family   | \$130.00  | \$180.00       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 12 month - Youth   | \$137.50  | \$206.25       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 12 month - Senior  | \$137.50  | \$206.25       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 12 month - Adult   | \$178.75  | \$247.50       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 12 month - 1 + 1   | \$268.00  | \$371.25       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Pass 12 month - Family  | \$357.50  | \$495.00       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Water Exercise - Youth  | \$2.50  | \$3.75         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Water Exercise - Senior   | \$2.50  | \$3.75         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Water Exercise - Adult  | \$3.25  | \$4.50         | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Lessons - Public Lessons  | \$4.00  | \$6.00         | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                    | Lessons - Spring Penguin  | \$50.00   | \$70.00        | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Lessons - Summer Penguin  | \$80.00   | \$100.00       | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |
|                    | Lessons - School Programs   | by contract   | \$100/hr       | Res 1262  | 7/1/2017       | 7/1/2017           | no change       |
|                    | Rentals - Public - 2 hours, up to 30 persons  | \$45.00 per hr  | \$62.50 per hr | Res 1262  | 7/1/2017       | 7/1/2015           | no change       |
|                    | Rentals - Public - additional charge for 31-60 persons, then additional \$30 per each additional group of 30.     | \$30.00   | \$30.00        | Res 1262  | 7/1/2017       | 7/1/2015           | no change       |
|                    | Rentals - Canby Gators  | by contract   |                | Res 1262  | 7/1/2017       | 6/1/2010           | no change       |

EXHIBIT "A"

| Department      | Fee Description  | Current Amount |                    | Authority | Effective Date | Last amount change | Proposed change                        |
|-----------------|--|----------------|--------------------|-----------|----------------|--------------------|--|
| <b>Cemetery</b> |  |                |                    |           |                |                    |  |
|                 | Grave Lots   | Property       | Perpetual Care Fee |           |                |                    |  |
|                 | Standard Grave Lot   | \$450          | \$700              | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Child Grave Lot (1/2 sp)                                       | \$150          | \$350              | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Baby Grave Lot (1/4 sp)  | \$125          | \$350              | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Cremains Lot   | \$300          | \$100              | Res 1262  | 7/1/2017       | 6/1/2010           | no change                              |
|                 | <b>Grave Marking &amp; Recording Fee</b>                       | <b>new</b>     |                    |           |                |                    | <b>\$100</b>                           |
|                 | <b>Grave Opening, Closing &amp; Recording Fee:</b>             |                |                    |           |                |                    | <b>delete</b>                          |
|                 | <b>Standard</b>  |                |                    |           |                |                    |  |
|                 | Opening & Closing  | \$650          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment   | \$1,000        |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment/Reinterment                                       | \$1,250        |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | <b>Child</b>   |                |                    |           |                |                    |  |
|                 | Opening & Closing  | \$275          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment   | \$400          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment/Reinterment                                       | \$600          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | <b>Baby</b>  |                |                    |           |                |                    |  |
|                 | Opening & Closing  | \$200          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment   | \$370          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment/Reinterment                                       | \$470          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | <b>Cremains Opening &amp; Closing</b>                          | \$300          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | \$300 (includes marking and recording) |
|                 | Disinterment   | \$350          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | Disinterment/Reinterment                                       | \$400          |                    | Res 1262  | 7/1/2017       | 6/1/2010           | delete                                 |
|                 | <b>Headstone Marking Fee</b>                                   | new            |                    |           |                |                    | \$50                                   |
|                 | <b>Set up and take down of tent and chairs</b>                 | new            |                    |           |                |                    | \$150                                  |
|                 | <b>Grave Liners:</b>   |                |                    |           |                |                    | delete                                 |
|                 | Wholesale to Funeral Home                                      | \$360          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Standard   | \$420          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Child  | \$240          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Baby   | \$240          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Cremains Vault   | \$155          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | <b>Monument Installation:</b>                                  |                |                    |           |                |                    | delete                                 |
|                 | 24" or less in all dimensions                                  | \$160          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | 36" & Over   | \$190          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | 48" & Over   | \$225          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | 3' x 7' Grave Ledger   | \$255          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | 24" Bronze Military  | \$160          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Upright Monuments  | \$260          |                    | Res 1262  | 7/1/2017       | 9/1/2005           | delete                                 |
|                 | Mausoleum Phase I (All prices includes perpetual care of \$60) |                |                    |           |                |                    |  |
|                 | Exterior Single Crypts (1 space)                               |                |                    |           |                |                    |  |
|                 | Sixth Level F  | \$1,650        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fifth Level E  | \$1,980        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fourth Level D   | \$2,365        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Third Level C  | \$2,830        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Second Level B   | \$2,830        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | First and Westminster Level A (2 spaces)                       | \$3,350        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Exterior Tandem Crypts (2 spaces)                              |                |                    |           |                |                    |  |
|                 | Sixth Level F  | \$2,805        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fifth Level E  | \$3,115        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fourth Level D   | \$3,465        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Third Level C  | \$3,915        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Second Level B   | \$3,915        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | First and Westminster Level A (4 spaces)                       | \$4,880        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Exterior Side by Side Crypts (2 Sp)                            |                |                    |           |                |                    |  |
|                 | Sixth Level F  | \$2,905        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fifth Level E  | \$3,255        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Fourth Level D   | \$3,610        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Third Level C  | \$4,335        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Second Level B   | \$4,335        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | First and Westminster Level A (4 spaces)                       | \$5,280        |                    | Res 1262  | 7/1/2017       | 9/1/2005           | no change                              |
|                 | Niche Spaces (All prices includes perpetual care of \$35)      |                |                    |           |                |                    |  |

EXHIBIT "A"

| Department | Fee Description  | Current Amount | Authority | Effective Date | Last amount change | Proposed change  |
|------------|--|----------------|-----------|----------------|--------------------|--|
|            | Level 1 through 6  | \$420          | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Level 7 through 10   | \$350          | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Level 11 through 12  | \$330          | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Mausoleum Phase II (All prices includes perpetual care of \$100) |                |           |                |                    |  |
|            | Exterior Single Crypts (1 space)                                 |                |           |                |                    |  |
|            | Sixth Level F  | \$2,047        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fifth Level E  | \$2,436        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fourth Level D   | \$2,890        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Third Level C  | \$3,439        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Second Level B   | \$3,439        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | First and Westminster Level A (2 spaces)                         | \$4,053        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Exterior Tandem Crypts (2 spaces)                                |                |           |                |                    |  |
|            | Sixth Level F  | \$3,409        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fifth Level E  | \$3,775        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fourth Level D   | \$4,359        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Third Level C  | \$5,215        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Second Level B   | \$5,215        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | First and Westminster Level A (4 spaces)                         | \$5,858        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Exterior Side by Side Crypts (2 Sp)                              |                |           |                |                    |  |
|            | Sixth Level F  | \$3,527        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fifth Level E  | \$3,940        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Fourth Level D   | \$4,359        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Third Level C  | \$5,215        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Second Level B   | \$5,215        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | First and Westminster Level A (4 spaces)                         | \$6,330        | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | <b>Opening &amp; Closing for Crypts</b>                          |                |           |                |                    |  |
|            | Single Entombment  | new            |           |                |                    | \$600  |
|            | Tandem or Side by Side   | new            |           |                |                    | \$650  |
|            | Westminster Single Entombment                                    | new            |           |                |                    | \$750  |
|            | Westminster Tandem or Side by Side Entombment                    | new            |           |                |                    | \$800  |
|            | Disentombment  | new            |           |                |                    | \$1,000  |
|            | Each Entombment  | \$600          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | Disinterment from Westminster                                    | \$750          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | Disinterment/Reinterment   | \$650          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | <b>Opening &amp; Closing for Niches</b>                          |                |           |                |                    |  |
|            | Each Inurnment   | \$325          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | Disinterment   | \$425          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | Disinterment/Reinterment   | \$500          | Res 1262  | 7/1/2017       | 7/1/2012           | delete   |
|            | Crypt Name Bar Installation                                      | \$364          | Res 1262  | 7/1/2017       | 6/1/2010           | \$500  |
|            | Niche Name Bar Installation                                      | \$294          | Res 1262  | 7/1/2017       | 6/1/2010           | \$400  |
|            | Emblems (Elks, Rotary, Cross, etc)                               | \$90           | Res 1262  | 7/1/2017       | 6/1/2010           | \$100  |
|            | Extra Plastic Vase & Holder                                      | \$90           | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Replace Plastic Vase   | \$45           | Res 1262  | 7/1/2017       | 9/1/2005           | no change  |
|            | Weekend & Holiday Services (additional fee)                      | \$300          | Res 1262  | 7/1/2017       | 9/1/2005           | Change name to: Weekend or Holiday Service, or Emergency Call Out for Funeral Services |
|            | Overtime Fee   | \$300          | Res 1262  | 7/1/2017       | 8/2/2006           | delete   |
|            | Cemetery Title Transfer  | \$75           | Res 1262  | 7/1/2017       | 8/2/2006           | \$100  |



**CITY OF CANBY**  
**MASTER FEE SCHEDULE**

Effective 7/1/2018  
Resolution No. 1284

# 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 .....                                      | 6  |
| Swim Center Fees.....                                | 7  |
| Cemetery Fees .....                                  | 7  |
| 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 |
| Construction Excise Tax .....                        | 13 |
| 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   |
| • Impounded Animal Redemption Fee                            | \$50   |
| • Sidewalk Vending Permit                                    | \$10   |
| • 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

- Dial-A-Ride General Public \$1.00 per boarding
- Dial-A-Ride Complementary Paratransit \$1.00 per boarding
- Dial-A-Ride Premium \$1.00 per boarding
- Shopping Shuttle Services no charge
- 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 \$25 annually
    - Seniors 65+ and Govt entities \$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
- 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                   | \$150  |
| • Collections Referral Fee                       | 25% of outstanding balance (by statute), not to exceed \$250 |
| • Discovery Fee                                  | \$10 reports; \$20 CD/DVD;<br>\$5 citations                  |
| • Distracted Driving Class Deferred Sentence Fee | \$75   |
| • 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¢ ea. add'l 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 items 25¢ per day (\$3 maximum per children's item; \$5 maximum for all other materials)
    - Cultural passes \$5 per day up to replacement cost
  - Lost or Damaged Items
    - Books (Missing book jacket) Cost of material as indicated in the library's database \$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
    - Cultural Pass Replacement cost \$75-\$200
    - Puppets \$10
    - Children's Kits Cost of each component as listed in the item record
    - RFID Labels (Stingray Label) \$1
    - Missing Barcodes \$1
  - 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) | \$110   | \$220       |
| • Rental of Wait Park (waived for non-profits)           | \$375   | \$750       |

## Swim Center Fees

|   |                |                 |
|---|----------------|-----------------|
| • Daily Admission   | In City        | Out of City     |
| ○ 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  | \$45.00 per hr | \$62.50 per hr  |
| ○ Public - additional charge for 31-60 persons, then additional \$30 per each additional group of up to 30. | \$30.00        | \$30.00         |
| ○ 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

## Cemetery Fees (Continued)

|   |          |                    |
|---|----------|--------------------|
| • 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  | \$450    | \$700              |
| ○ Child Grave Lot (1/2 sp)  | \$150    | \$350              |
| ○ Baby Grave Lot (1/4 sp)   | \$125    | \$350              |
| ○ Creains Lot   | \$300    | \$100              |
| • Mausoleum Phase I   |          |                    |
| ○ Exterior Single Crypts (1 space)  |          |                    |
| ▪ Sixth Level F   | \$1,590  | \$60               |
| ▪ Fifth Level E   | \$1,920  | \$60               |
| ▪ Fourth Level D  | \$2,305  | \$60               |
| ▪ Third Level C or Second Level B   | \$2,770  | \$60               |
| ▪ First and Westminster Level A (2 spaces)  | \$3,290  | \$60               |
| ○ Exterior Tandem Crypts (2 spaces)   |          |                    |
| ▪ Sixth Level F   | \$2,745  | \$60               |
| ▪ Fifth Level E   | \$3,055  | \$60               |
| ▪ Fourth Level D  | \$3,405  | \$60               |
| ▪ Third Level C or Second Level B   | \$3,855  | \$60               |
| ▪ First and Westminster Level A (4 spaces)  | \$4,820  | \$60               |
| ○ Exterior Side by Side Crypts (2 Spaces)   |          |                    |
| ▪ Sixth Level F   | \$2,845  | \$60               |
| ▪ Fifth Level E   | \$3,195  | \$60               |
| ▪ Fourth Level D  | \$3,550  | \$60               |
| ▪ Third Level C or Second Level B   | \$4,275  | \$60               |
| ▪ First and Westminster Level A (4 spaces)  | \$5,220  | \$60               |
| • Mausoleum Phase II  |          |                    |
| ○ Exterior Single Crypts (1 space)  |          |                    |
| ▪ Sixth Level F   | \$1,947  | \$100              |
| ▪ Fifth Level E   | \$2,336  | \$100              |
| ▪ Fourth Level D  | \$2,790  | \$100              |
| ▪ Third Level C or Second Level B   | \$3,339  | \$100              |
| ▪ First and Westminster Level A (2 spaces)  | \$3,953  | \$100              |
| ○ Exterior Tandem Crypts (2 spaces)   |          |                    |
| ▪ Sixth Level F   | \$3,309  | \$100              |
| ▪ Fifth Level E   | \$3,675  | \$100              |
| ▪ Fourth Level D  | \$4,259  | \$100              |
| ▪ Third Level C or Second Level B   | \$5,115  | \$100              |
| ▪ First and Westminster Level A (4 spaces)  | \$5,758  | \$100              |
| ○ Exterior Side by Side Crypts (2 Spaces)   |          |                    |
| ▪ Sixth Level F   | \$3,427  | \$100              |
| ▪ Fifth Level E   | \$3,840  | \$100              |
| ▪ Fourth Level D  | \$4,259  | \$100              |
| ▪ Third Level C or Second Level B   | \$5,115  | \$100              |
| ▪ First and Westminster Level A (4 spaces)  | \$6,230  | \$100              |
| • Niche Spaces  |          |                    |

|                       |       |      |
|-----------------------|-------|------|
| ○ Level 1 through 6   | \$385 | \$35 |
| ○ Level 7 through 10  | \$315 | \$35 |
| ○ Level 11 through 12 | \$295 | \$35 |

## 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 per dwelling unit per month   |
| ● Commercial and Industrial    | \$5 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  | \$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   | \$81.50 per hour  |
| • Equipment Rates (include 1 operator):                                       |   |
| ○ Vactor Truck  | \$125 per hour  |
| ○ Street Sweeper  | \$75 per hour   |
| ○ TV Van  | \$100 per hour  |
| ○ High Ranger   | \$90 per hour   |
| ○ Dump Truck  | \$90 per hour   |
| ○ Backhoe   | \$90 per hour   |
| ○ Pickup truck  | \$10 per hour   |
| ○ Mower   | \$5 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<br>deposit with approved street<br>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<br>estimate or \$560 whichever is<br>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  | \$500 per tree for planting, 2 or 3<br>year maint & watering, including<br>root barrier                   |
| • Street Signs: New and Replacements  | Charge shall be determined based on<br>state contract for similar commodity,<br>quoted at time of request |
| • 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   |
| ○ All Other Lots (Up to 1 acre)   | Base Rate, to 8 inspections<br>\$500  |

|                              |  |
|------------------------------|--|
| ▪ Each additional acre       | \$85   |
| ▪ Each additional inspection | \$60   |
| ▪ Violations                 | \$1,000 per occurrence and<br>\$250 per day if not corrected |

## System Development Charges

### Park SDC's

|                        |                           |
|------------------------|---------------------------|
| • Single Family        | \$5,672 per dwelling unit |
| • Multi-Family         | \$5,905 per dwelling unit |
| • Manufactured Housing | \$4,737 per dwelling unit |
| • Non-Residential      | \$455 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 \$455 (Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$455 = \$16,243.50 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 \$2,781 per Dwelling Unit
- Multi-Family Residential SDC \$2,224 per Dwelling Unit
- Commercial/industrial SDC Based on Wastewater Flow \$2,781  
(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 Are
- TSGLA** - Thousand Square Feet Gross Leasable Area
- VFP** - Vehicle Fueling Position

|  | Stormwater | Transportation | Per           |
|--|------------|----------------|---------------|
| • <b>RESIDENTIAL</b>                         |            |                |               |
| ○ 210 Single Family Dwelling / ELNDT 9.52    | \$242      | \$3,361        | Dwelling Unit |
| ○ 220 Multifamily / ELNDT 6.7                | \$170      | \$2,353        | Dwelling Unit |
| ○ 230 Condo/Townhouse / ELDNT 4.93           | \$125      | \$1,850        | Dwelling Unit |
| ○ 240 Mobile Home Park / ELDNT 3.54          | \$90       | \$1,775        | Dwelling Unit |
| ○ 254 Assisted Living / ELDNT 3.87           | \$68       | \$931          | Dwelling Unit |
| • <b>SELECTED LAND USES</b>                  |            |                |               |
| ○ 110 General Light Industrial / ELNDT 7.0   | \$178      | \$2,452        | TSGFA         |
| ○ 120 General Heavy Industrial / ELNDT 1.5   | \$38       | \$527          | TSGFA         |
| ○ 130 Industrial Park / ELNDT 6.83           | \$173      | \$1,948        | TSGFA         |
| ○ 140 Manufacturing / ELDNT 3.82             | \$98       | \$1,102        | TSGFA         |
| ○ 150 Warehouse / ELNDT 5.0                  | \$127      | \$1,746        | TSGFA         |
| ○ 151 Mini-Warehouse / ELNDT 2.5             | \$64       | \$878          | TSGFA         |
| ○ 160 Data Center / ELDNT .99                | \$26       | \$368          | TSGFA         |
| ○ 310 Hotel / ELDNT 7.67                     | \$195      | \$2,857        | Room          |
| ○ 320 Motel / ELDNT 7.83                     | \$199      | \$2,056        | Room          |
| ○ 430 Golf Course / ELDNT 4.78               | \$121      | \$2,970        | Acre          |
| ○ 444 Movie Theater w/ Matinee / ELDNT 16.37 | \$416      | \$81,613       | Screen        |
| ○ 492 Health/Fitness Club / ELDNT 2.85       | \$73       | \$8,159        | TSGFA         |
| ○ 520 Elementary School (Public) / ELNDT 0.5 | \$12       | \$181          | Student       |
| ○ 522 Middle/Jr High School / ELDNT 8.68     | \$221      | \$545          | Student       |
| ○ 530 High School / ELDNT 8.12               | \$206      | \$511          | Student       |
| ○ 560 Church / ELNDT 6.8                     | \$172      | \$2,400        | TSGFA         |
| ○ 565 Day Care Center/Preschool / ELNDT 1.8  | \$46       | \$629          | Student       |
| ○ 620 Nursing Home / ELDNT 3.87              | \$99       | \$1,833        | Per Bed       |
| ○ 630 Clinic / ELNDT 33.4                    | \$849      | \$11,708       | TSGFA         |

|   |       |          |        |
|---|-------|----------|--------|
| ○ 710 General Office Building / ELNDT 11.0          | \$279 | \$3,867  | TSGFGA |
| ○ 720 Medical-Dental Office Building / ELNDT 36.1   | \$917 | \$12,689 | TSGFGA |
| ○ 750 Office Park / ELDNT 9.7                       | \$246 | \$3,095  | TSGFGA |
| ○ 770 Business Park / ELDNT 10.57                   | \$269 | \$3,441  | TSGFGA |
| ○ 812 Building Materials/Lumber Store / ELDNT 32.17 | \$817 | \$11,769 | TSGFGA |

### Stormwater and Transportation SDC's (Continued)

|  | Stormwater | Transportation | Per    |
|--|------------|----------------|--------|
| ○ 814 Specialty Retail Center / ELNDT 16.4           | \$417      | \$5,753        | TSGFLA |
| ○ 815 Free Standing Discount Store / ELDNT 17.1      | \$434      | \$2,595        | TSGFLA |
| ○ 820 Shopping Center / ELDNT 15.9                   | \$404      | \$5,573        | TSGFGA |
| ○ 841 Auto Sales / ELDNT 35.75                       | \$908      | \$12,245       | TSGFGA |
| ○ 848 Tire Store / ELDNT 10.74                       | \$273      | \$3,411        | TSGFGA |
| ○ 850 Supermarket / ELDNT 54.9                       | \$1,395    | \$19,304       | TSGFGA |
| ○ 853 Convenience Market / ELDNT 120.9               | \$3,071    | \$42,452       | TSGFGA |
| ○ 862 Home Improvement Super Store / ELDNT 7.51      | \$191      | \$2,255        | TSGFGA |
| ○ 880 Pharmacy/Drugstore / ELDNT 38.6                | \$980      | \$13,550       | TSGFGA |
| ○ 881 Pharm/Drug w/ Drive Through / ELDNT 17.29      | \$439      | \$4,272        | TSGFGA |
| ○ 890 Furniture Store / ELDNT 2.4                    | \$61       | \$186          | TSGFGA |
| ○ 911 Bank/Savings: Walk-in / ELDNT 69.7             | \$1,771    | \$24,466       | TSGFGA |
| ○ 912 Drive in Bank / ELDNT 31.4                     | \$798      | \$1,833        | TSGFGA |
| ○ 925 Drinking Place / ELDNT 4.42                    | \$112      | \$37,728       | TSGFGA |
| ○ 931 Quality Restaurant / ELDNT 25.7                | \$653      | \$9,003        | TSGFGA |
| ○ 932 High Turnover Sit Down Restaurant / ELDNT36.23 | \$921      | \$3,798        | TSGFGA |
| ○ 934 Fast Food Restaurant / ELDNT 106.7             | \$2,711    | \$37,461       | TSGFGA |
| ○ 938 Coffee/Donut Drive Through / ELDNT 243         | \$6,173    | \$10,024       | TSGFGA |
| ○ 942 Automobile Care Center / ELDNT 14.8            | \$376      | \$5,205        | TSGFLA |
| ○ 943 Auto Parts / ELDNT 1.52                        | \$39       | \$3,891        | TSGFLA |
| ○ 944 Gasoline/Service Station / ELDNT 30.4          | \$772      | \$10,931       | VFP    |
| ○ 945 Gas/Service Station w/ Market / ELDNT 17.9     | \$455      | \$448          | VFP    |
| ○ 946 Gas/Service Station w Car Wash / ELDNT 17.9    | \$455      | \$1,271        | VFP    |

### Construction Excise Tax

- Residential per dwelling unit
  - First 1,000 square feet \$0.25 per square foot
  - Next 500 square feet \$0.50 per square foot
  - Next 500 square feet \$0.75 per square foot
  - Above 2,000 square feet \$1.00 per square foot

## Planning Fees

- Annexations
  - Less than 1 acre \$1,890 - (Base Fee)
  - 1 – 10 Acres Plus \$110 per Acre
  - 11 – 50 Acres Plus \$60 per Acre
  - 51+ Acres Plus \$15 per Acre
  - Legal Review – Development Agreement or Development Concept Plan Applicant pays actual costs
- Appeals
  - Interpretation or type II decision to Planning Commission \$1,600
  - Appeal - Planning Commission decision to City Council \$1,920
- Building Permit Site Plan Review
  - Single Family House \$105 per application
  - Duplex (including conversions of single family to duplex) \$125 per application
  - Non-Living Space addition (garage, carport, porch, etc) \$50 per application
  - Living Space addition (expansion and/or creation of accessory dwelling) \$80 per application
  - Multifamily \$60 per unit (first 20 units)/\$12 per each additional unit)
  - Demolitions (Residential) \$25
  - Demolitions (Commercial or Industrial) \$50
  - Residential or Commercial tenant improvements and remodels not involving additional square footage \$25
  - Signs \$60 (\$12 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 \$105
    - 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
    - 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
    - 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
    - 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
    - 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
- Comprehensive Plan Amendment \$3,290
- Conditional Use Permit \$2,080
- Condominium Construction, less than six units \$285
- Interpretation \$590
- Lot Line Adjustment \$530
- Non-conforming Structure/Use \$530

- Parking Lot/Paving Projects \$310
- Partition - Major \$1,390

## Planning Fees (Continued)

- Partition - Minor \$1,310
- Planned Unit Development \$1,550
- Plat (Final) Review \$110
- Pre-Application Conference
  - Type II (Administrative Review) \$310
  - Types III or IV (Quasi-Judicial Review) \$720
- Preconstruction Conference \$105 + staff rate over 2 hrs
- Minor Modification \$105
- Multiple Land Use Application Submittal Discount 50% multiple application discount only applies to the lower cost application(s)
- Sidewalk Café Annual Permit Fee \$25
- Sidewalk Café Annual Right of Way Rental Fee \$1
- Site and Design Review (Type II)
  - Up to the First 0.5 Acres \$1,000 (Base Fee)
  - Over 0.5 Acres up to 2.5 Acres \$105 for each additional .1 acres
  - Over 2.5 acres up to 8.0 Acres \$105 for each additional .5 acres
  - Over 8.0 Acres up to 13 Acres \$105 for each additional 1.0 acres
  - Over 13 Acres \$5,000 maximum
- Site and Design Review (Type III)
  - Up to the First 0.5 Acres \$1,565 (Base Fee)
  - Over 0.5 Acres up to 2.5 Acres \$105 for each additional 0.1 acres
  - Over 2.5 acres up to 8.0 Acres \$105 for each additional 0.5 acres
  - Over 8.0 Acres up to 13 Acres \$105 for each additional 1.0 acres
  - Over 13 Acres \$5,000 maximum
- Site Plan Development Engineering Plan Review Fee
  - Up to 1.0 acre \$450 (Base Fee)
  - Over 1.0 acre up to 2.5 acres \$30 for each additional 0.1 acres
  - Over 2.5 acres up to 10 acres \$30 for each additional 0.5 acres
  - Over 10 acres up to 40 acres \$30 for each additional 10 acres
  - Over 40 acres and above \$2,500 (Maximum)
- Special Permit (hardship) \$105
- Subdivision – 4 Lots \$1,735 (Base Fee)
- Subdivision – 5+ Lots Base fee + \$115 per Lot
- 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
- Temporary Vendor Permit \$100 (\$50 non-profit)
- Temporary Vendor Permit Renewal \$50 (\$25 non-profit)
- Text Amendment \$2,950
- Traffic Engineering Scope \$500 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) \$20
  - Expansive (conformance research) \$105
- Zoning Map Amendment \$2,700

## 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*

## **MEMORANDUM**

**DATE:** *Prepared: May 3, 2018 for May 16, 2018 Council Hearing*

**TO:** *Mayor and City Council*

**FROM:** *Bryan Brown, Planning Director*

**RE:** *Annexation/Zone Change (File No. ANN/ZC 18-01)*

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### **Background Summary:**

At their April 23, 2018 meeting, the Canby Planning Commission recommended that annexation and zone change (**File ANN/ZC 18-01**) be approved by the City Council. This request if approved would annex 2.64 acres into the City limits – including 2.00 acres of real property consisting of two tax lots owned by the applicant (DuPont) along with approximately .20 acres of adjacent NE Territorial Road right-of-way, approximately 0.44 acres representing the City owned property where Spitz Road is located and assigns R-1 Low Density Residential zoning in accordance with the Comprehensive Plan Map. The portion of Tax Lot 1500 to be annexed is identified as Spitz Road and consists of a strip of land that measures approximately 40 foot wide and 475 feet long that was vacated as a roadway and transferred to City ownership as part of the Wayside Park parcel. The applicant intends to develop this portion of tax lot 1500 (which was previously a County access road) as a public street to serve a future planned subdivision.

### **Discussion:**

The proposed properties to be annexed are located in an area specified by Figure 16.84.040 of the City of Canby Annexation ordinance that requires the submittal of a Development Agreement that may include any commitments deemed valuable to the City when the actual subdivision application is brought forward. A Development Agreement shall be recorded as a covenant running with the land, binding on the landowner and successors in interest immediately following Council approval of the annexation and rezone of the property.

The Planning Commission accepted the evidence presented by the applicant demonstrating that the annexation of this additional land was needed and suitable to maintain a three-year supply of available developable land within the City for new homes. The R-1 zone to be applied would provide lots sizes between 7 to 10,000 square feet in size. The area is within the City's Urban Growth Boundary when is planned for future urbanization.

It was agreed among service provider's and City staff that utilizing new future public street alignment on Territorial Road that is across from Vine Street to the south made the most sense for traffic considerations, utility connections and alignment, and serving the entire area to the north which may one day be annexation and redeveloped/urbanized.

**Planning Commission Recommendation:**

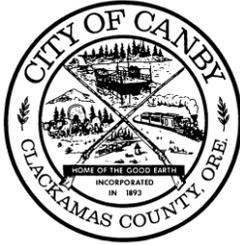
The Planning Commission found that the annexation review criteria had been met, and therefore recommended that the City Council:

1. Approve Annexation/Zone Change 18-01, and,
2. Upon annexation, the zoning of the subject properties shall be designated as R-1 on the official zoning map for the City of Canby in accordance with the Canby Comprehensive Plan Map, and
3. The proposed Development Agreement be recorded within 7-days of annexation approval

**Recommended Council Motion:** I move to approve Annexation/Zone Change File ANN/ZC 18-01 pursuant to the recommendation forwarded by the Planning Commission.

**Attachments:**

- Planning Commission Final Findings
- Proposed Development Agreement to be recorded upon annexation
- Planning Commission Annexation Public Hearing Draft Minutes for 4.23.18
- Staff Report ANN/ZC 18-01 DuPont Annexation with written public comments
- The DuPont applicant submittal, including application forms, narrative, and drawings, neighborhood meeting notes, and pre-application minutes



**BEFORE THE PLANNING COMMISSION  
OF THE CITY OF CANBY**

**A REQUEST FOR APPROVAL OF )  
ANNEXATION AND ZONE CHANGE )  
FOR PROPERTY LOCATED IN )  
NORTHEAST CANBY AT 2125 NE )  
TERRITORIAL ROAD )** **FINDINGS, CONCLUSION & FINAL ORDER  
ANN 18-01/ZC 18-01  
PAUL M. AND SUSAN E. DUPONT**

**NATURE OF THE APPLICATION**

The Applicants sought approval for an annexation/zone change application ANN 18-01/ZC 18-01 to annex 2.64 acres of real property described as Tax Lots 31E27DB00200, 00201 and 41E27AD01500 Clackamas County, Oregon. The property is zoned Clackamas County RRF5-5 and is requested to be zoned City R-1, (Low Density Residential).

**HEARINGS**

The Planning Commission considered applications ANN 18-01/ZC 18-01 after the duly noticed hearing on April 23, 2018 during which the Planning Commission recommended by a 7/0 vote that the City Council approve ANN 18-01/ZC 18-01 per the recommendation contained in the staff report. This includes approval of the proposed Development Agreement.

**CRITERIA AND STANDARDS**

In judging whether or not the annexation and zone change applications shall be approved, the Planning Commission determines whether criteria from the *City of Canby Land Development and Planning Ordinance* are met, or can be met by observance of conditions. Applicable criteria and standards were reviewed in the Planning Commission staff report dated April 11, 2018 and presented at the April 23, 2018 public hearing of the Planning Commission.

**FINDINGS AND REASONS**

The Planning Commission considered applications ANN 18-01/ZC 18-01 at a public hearing held on April 23, 2018 during which the staff report was presented, including all applicant submittal attachments. Staff recommended that the Planning Commission forward a recommendation of approval to the City Council for the proposed annexation and new zoning designation in accordance with the Comprehensive Plan Map land use designation.

After hearing public testimony, and closing the public hearing, the Planning Commission made no additional findings beyond those contained in the staff report to arrive at their decision and support their recommendation.

**CONCLUSION**

In summary, the Planning Commission adopted the findings contained in the staff report, concluded that the annexation/zone change/Development Agreement with their directed revision meets all applicable approval criteria, and approved Files ANN 18-01/ZC 18-01 as stated below. The Planning Commission's order is reflected below.

**ORDER**

Based on the application submitted and the facts, findings, and conclusions of the staff report, and the from the public hearing, the Planning Commission recommended to the City Council **APPROVAL** of annexation and zone change applications **ANN 18-01/ZC 18-01** as follows:

1. The Development Agreement be adopted and recorded with the property within 7 days of final approval of the annexation and rezoning application, and
2. ANN 18-01/ZC 18-01 be approved and,
3. Upon annexation, the zoning of the subject properties be designated as R-1 as indicated by the Canby Comprehensive Plan Map.

2. ANN 18-01/ZC 18-01 be approved and,
3. Upon annexation, the zoning of the subject properties be designated as R-1 as indicated by the Canby Comprehensive Plan Map.

**(DRAFT) MINUTES**  
**CANBY PLANNING COMMISSION**  
7:00 PM – Monday, April 23, 2018  
City Council Chambers – 222 NE 2<sup>nd</sup> Avenue

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**PRESENT:** Commissioners John Savory, Larry Boatright, John Serlet, Derrick Mottern, Tyler Hall, Shawn Varwig, and Andrey Chernishov

**ABSENT:** None

**STAFF:** Bryan Brown, Planning Director, and Laney Fouse, Recording Secretary

**OTHERS:** Clint Coleman, NJ Erickson, Susan Myers, Rick Givens, John Boyle, Judy Boyle, Jo & Eric Recht, Daniel Webb, Greg Penner, Lauren Robertson, Marty Moretty, Charlie Burden, Jay Spillum, Ronald McCord, Jim Boyle, Bobbie McCord, D. Berkner, Rosemary Hands, Ethan & Stephanie Manuel, Bob Cambra, Michael Robinson, and Darren Gusdorf.

Chair Savory called the meeting to order at 7 p.m.

**CITIZEN INPUT ON NON-AGENDA ITEMS** – None

**MINUTES**

- a. Approval of Planning Commission Minutes for March 12, 2018.

***Motion:*** A motion was made by Commissioner Hall and seconded by Commissioner Varwig to approve the March 12, 2018 Planning Commission Minutes. Motion passed 7/0.

**NEW BUSINESS** – None

**PUBLIC HEARINGS**

*(To testify, please fill out a testimony/comment card and give to the Recording Secretary.)*

- a. Consider a request for an Annexation and Zone Change for properties located in an unincorporated area of Clackamas County on the north side of NE Territorial Road approximately 660 feet west of State Highway 99E and extending north to border on Willamette Wayside Park. **(DUPONT ANN 18-01/ZC 18-01)**

Chair Savory opened the public hearing and read the hearing statement. He asked if any Commissioner had conflicts of interest and ex parte contacts to declare.

Commissioner Serlet drove by the site all of the time. Chair Savory also drove by the site several times per week. Commissioner Cherishnov had visited the site.

Bryan Brown, Planning Director, entered his staff report into the record. This was a request for annexation of 2.64 acres and to rezone the property to R-1. The annexation included Spitz Road, which ended at the park property. The road was vacated by the County and given to the City to become City property when the park land was granted all along the river. The applicant planned to build a subdivision on the property, but this was only an annexation request before the Commission tonight. They could not hold the applicant to exactly what the subdivision concept plan was, although it was likely to be similar. He then reviewed the conceptual site plan for ten lots. The applicant had lined the streets up with the existing Vine St to be continued across Territorial. They also proposed that Spitz be built as a fully developed road to City standards which would also provide future access to the adjacent church property. There would be a turnaround utilized by the flag lot which had been approved by the Fire Marshall. Spitz Road would not have access onto Territorial, but there would be a pedestrian and bike pathway that would continue to Territorial. The Transportation Planning Rule analysis had

been done and it was found that the amount of traffic anticipated from this development was fully accounted for in the City's Transportation System Plan. A neighborhood meeting had been held on this application. Staff recommended approval with conditions. There was a development agreement associated with the application which would guarantee the road configurations as he had discussed.

Commissioner Serlet asked about the access for the driveways on lots 1 and 2. Mr. Brown clarified the driveways would not be allowed to access onto Territorial Road.

Applicant: Rick Givens, planning consultant with Icon Construction in Oregon City, was representing the applicant. The subdivision application would be very similar to the concept plan being proposed. All of the lots would meet the R-1 lot size requirements. There was a public need for more buildable land for single family homes in the City. The annexation would match the limits of the Urban Growth Boundary and would be consistent with the Comprehensive Plan. A neighborhood meeting had been held and he thought overall people understood that the application was consistent with the Comprehensive Plan.

Proponents: None

Opponents: Jay Spillum, Canby resident, lived west of the annexation area and also owned property on Territorial Place. He had a number of concerns regarding annexation including increased activity, noise, traffic, and degradation of the peaceful view. He thought the community was growing too fast and there was more crime. He hoped that the number of lots and size of the lots would not be changed when the subdivision application came through. He was also concerned about cut through traffic and a future parking lot and walking path for the park on Territorial Place. He thought a fence along the development should be put in as well. He would prefer this parcel not be annexed.

There was discussion regarding the confusion around the ownership of Territorial Place, and how the City had not been aware of its ownership previously.

Greg Penner, Canby resident, lived on Territorial Place. He was in agreement with Mr. Spillum's points. There was a connection between Spitz Road and Territorial Place and it formed a loop. There was a fair amount of traffic there to the park and he would like Territorial Place to become a dead end road so it did not become a park access road. He questioned how this annexation fit in with the Willamette Wayside Park development plan. Thought needed to be given as to where people would park. The plans had included a road that ran through his property, which he was not planning to annex and he had not been consulted about. He thought putting in 10 new homes in this area would take away from the rural feel of the neighborhood.

Lauren Robertson, Canby resident, also lived on Territorial Place. She had been involved in bringing community gardens to the City and she looked out for the greater good. She did not see the benefit of annexing this land that was surrounded by neighbors who were not intending to annex. It was incongruous to drop a housing development into a rural area and no one else had intentions of developing. She thought Territorial Place should be a dead end. She was against the annexation.

Mr. Brown clarified the parameters to allow the annexation and annexation criteria.

Ms. Robertson explained her concerns about her well being contaminated and septic system failing and finding herself in a situation where she would have to annex. Mr. Brown said there was an approved DEQ standard that protected wells and the applicant would have to follow that standard when they built the subdivision.

Ronald McCord, Canby resident, lived in a rental on Territorial Place. There had been a lot more traffic on the road since the park was established. The road was not being maintained by the City or County; he explained how he had been maintaining it. He thought development would change the environment of the area and ten homes were too many.

NJ Erickson, Canby resident, lived across from the annexation property. She submitted written comments for the record. She walked her dog in this area every day. The economy and character of Canby was agricultural based. For centuries this area had flooded and all of the area near the river was agriculturally rich. She did not take lightly the thought of paving it. She stated the Stone family had been maintaining the road for 20 years since the City did not know they owned it. She thought that meant the Stones would have a right-of-way by adverse possession. The people who had been accessing it for

their homes and maintaining it had a vested interest and ownership interest in the road. She thought development would change the character of the community.

Robert Cambra, Canby resident, referred to the traffic study and noted the table on page 3 that spelled out the number of trips that this development would generate was confusing. He questioned the national standards that they were using and thought it should be reviewed further. He was in favor of the requirement for sidewalks throughout the development.

Clint Coleman, Canby resident, wanted to make sure that any development maintained the quality of life for the neighborhood. He was concerned about the caliber of homes that would go in and if they would be consistent with the neighborhood. He was also concerned about maintaining the trees and if there would be a brick wall along Territorial. If sidewalks were being put in, there should be crosswalks as well. He recommended making this a private drive with a turnaround, a brick wall and trees along the front, putting in parking down by the proposed dog park area, and making the area a 25 mph speed limit.

Rebuttal: Mr. Givens explained the vacation process that took place and how the City owned Territorial Place and Spitz Road. He had no objection to closing off Territorial Place. Most of the comments related to the subdivision, which were not appropriate for this application. There was an urban church nearby and the Urban Growth Boundary was the northern boundary of this property. The neighbors who came to speak were in the Urban Growth Boundary. This was a planned development consistent with the City's Comprehensive Plan. It would provide for population growth without taking larger properties that were agricultural and expanding the Urban Growth Boundary. All of the details for the development would be brought back to the Commission in the subdivision application. He requested approval of the annexation.

Rosemary Hands, Canby resident, stated this was a rural piece of property that connected to a park and the river. There was a lot of wildlife in the area that would be impacted by the annexation. The property was not surrounded by the City except across the street. She thought Canby's character was being diminished. She did not think the annexation made sense.

Chair Savory closed the public hearing.

There was discussion regarding how the Planning Commission had to follow the code and decide whether the application met the criteria. They had to keep personal feelings out of the decision.

**Motion:** A motion was made by Commissioner Boatright and seconded by Commissioner Mottern to approve ANN 18-01/ZC 18-01 and that the development agreement be adopted and recorded with the property within seven days of the final approval of the annexation and rezoning application. Motion passed 7/0.

- b.** Consider the Council's Remand for Redwood Landing Subdivision to allow the Planning Commission to review a modification to address Council concerns and conformance with original approved criteria (**ICON SUB 17-06**)

Chair Savory opened the public hearing and read the hearing statement. He asked if any Commissioner had conflicts of interest or ex parte contacts to declare. There were none.

Mr. Brown entered his staff report into the record. This was a subdivision application that the Planning Commission saw once before. It was the same project and property. It was appealed to the City Council and the Council remanded it back to the Commission to address five specific concerns. Staff supported the modifications that the applicant made to address those concerns. He discussed the original preliminary plan and compared it to the revised plan. One change was the three extended stub streets to the north had been reduced to two stubs. That created some flag lots to more efficiently use the land. Another was the park area that was being dedicated had been shrunk. That meant there was less density transfers and clustering and the number of lots had been reduced from 89 to 82. Many of the lots were larger than they were in the previous plan. He would have the applicant clarify which drawing the Commission was approving, either the revised preliminary plan or the compromise draft plan. He discussed the stormwater drainage strategy for the public street run off and how the treatment facility would be located in the park which would be maintained by the City. He clarified which park areas were and were not counted towards the density transfers and explained the benefits of the density transfers. He then reviewed the future street plan that showed how the stubbed streets could be extended to serve the lots to the north while preserving the existing homes. The stubbed streets to the south had turnarounds that complied with the Council's

concern that they would count towards the minimum lot area. He discussed the concept plan which showed the property to the east of Willow Creek and a future cul-de-sac street as the only way to serve that area. He also discussed a picture that showed an existing driveway that went across the railroad tracks which would be a possible future emergency access route. He reviewed the overall street pattern and components of the natural resource area that was being dedicated. A traffic study was done with this application which identified a pedestrian crossing on 15<sup>th</sup> Avenue. Any development would add new traffic, but it was well within the boundaries of what N Redwood was intended to handle. The main concern was that only half of the street would be improved adjacent to the subdivision leaving the rest for future development or a City capital improvement project.

Commissioner Serlet asked about parks maintenance. Mr. Brown said the City had already been responsive to neighbor's concerns about the beavers in the area and a non-profit group had worked to plant native vegetation to enhance the wetlands. If the subdivision went through, it would be a City park and would be put on the list for maintenance. It would be maintained in its natural state and the only future improvement would be to put in a walkway and pedestrian bridge. He thought SDC funds would be used to create the walkway and bridge.

Mr. Brown said three documents had been submitted to the Commission tonight. One letter was from Carol Palmer who was concerned that the lots were still below the R-1 minimum of 7,000 square feet which she thought changed the character of the neighborhood and devalued property. She also mentioned that the entire process for the N Redwood Concept Plan was not clear enough for neighbors to understand what the transfer of density really meant and how it might be implemented and resulted in this size of lots. Another concern was not knowing what the SDC credit would be for the park land dedication. Mr. Brown clarified the developer would get credit for the first 49.7 homes that would be built and they would not be paying the Park SDC for them. This was still an estimate. Another letter was from the applicant's attorney that proposed additional verbiage on how the applicant satisfied the Council's remand concerns. Also included were additional findings proposed for the Planning Commission to add. Staff recommended approval of the revised application.

Commissioner Chernishov asked about development on slopes greater than 25%. Mr. Brown said it became more expensive to develop a home when the slopes were greater than 25% and it was a good dividing point for what would be transferable for density. The code did not restrict development on slopes.

Chair Savory asked how many vehicle trips per day this development would add. Mr. Brown explained the calculation, which would be about 757 trips and a collector street could take up to 3,500 trips.

Applicant: Rick Givens, planning consultant with Icon Construction in Oregon City, clarified the plan they were asking for approval for was the revised preliminary plan. On that plan there was a shadow plat of the area to the east of Willow Creek which showed potentially how development in the future could occur. The plan had changed significantly in response to the neighbor's and Council's concerns. The biggest change was the layout of the roads. He noted the two stubbed streets to the north were on the common property line. Regarding the concern about the turnarounds for emergency vehicles being counted towards lot area, the applicant had given two calculations, one was counting them and one was not. Those lots met the 5,000 square foot lot standard. They had reduced the number of lots in the plan and the park size was the same as the concept plan indicated at 5.3 acres. The smallest lots were on the area to the south boundary where it abutted R-1.5. Most of the lots abutting neighboring properties were 6,000 square feet. They were transferring density, which was encouraged in the concept plan. There was no provision in the code that said they could not build on 25% slope. He had prepared a concept plan for how this site could be developed and achieve the same density of lots 7,000 square feet or larger. The concept plan showed that the density they were transferring could exist on this property.

Michael Robinson, land use attorney in Portland, said the applicant was making a good faith effort to address what the neighbors and Council had asked him to do when it was remanded back to the Planning Commission. The number of lots had been reduced and more evidence on how the density transfer was appropriate had been submitted. The streets to the north had been taken care of and the lots with the turnarounds had sufficient square footage. The Council had remanded the application to address parkland dedication, density transfer, temporary turnarounds, parkland value for SDCs, and future streets splitting parcel lines. These had all been addressed in the revised plan. They had tried to keep the larger lots closer to like size lots and smaller lots closer to like size lots as well. The code allowed lot size averaging and as long as there was an average size of 5,000 square feet, it was permissible in the N Redwood Development Concept Plan. The Commission's charge was to apply the criteria. This was still an R-1 development. Through the Concept Plan they were

allowed to reduce lot sizes through lot size averaging. They met the approval criteria and agreed with all of the previous conditions of approval. He had given additional findings to the Commission to demonstrate that the flexibility in the code was there. He requested approval of the application.

Commissioner Boatright asked Mr. Robinson to read the zoning ordinance sections on lot area exceptions and lot size averaging. Mr. Robinson read those sections. This was the basis for the 5,000 square foot lots. Mr. Givens clarified the average lot size in the development was 6,059 square feet. There was one large lot that contained Mr. Manuel's home and if that was taken out, the average lot size would be 5,900 square feet.

Proponents: Ethan Manuel, Canby resident, was in support of the application. The people who were a part of the development were part of the community and had been here for generations. They would continue to be part of the community. This was a well thought out plan that had been adjusted to address the concerns that had been raised. One of the biggest concerns was the density transfer and how they ended up with lots that were less than 7,000 square feet in an R-1 zone. It had been stated that these smaller lots were not in the spirit of the concept plan. He had participated in the development of the concept plan and he thought this was exactly what was intended. The property owners were asked to give more than they were required to give for the express purpose of securing the park land for everyone in the community to enjoy. Because of that, they could not develop as many lots on their land and that transferred over to the developable land. In total it was the same number of lots that they could get if they did not have to dedicate the park land. It was not benefitting him over anyone else. The property owners that did not have a portion of their property in the wetland were not required to dedicate land. It was intended to be an equitable situation while protecting the natural resource and was all discussed at the time the concept plan was created.

Chair Savory asked how he would define Canby 30 years ago. Mr. Manuel still viewed Canby as a farming community. He thought they had maintained the small town feel and people were moving here because it still had that feel. It was a matter of how they would grow, and he thought this development was in the spirit of the community. It would be a nice place for people to live.

Chair Savory was concerned about the traffic this would generate and changing the small town feel of the City.

Opponents: Susan Meyers, Canby resident, was the secretary for Postelwait Estates Homeowners Association. She spoke on some of the points that the president of the Association had made in a letter he submitted. She pointed out that the wrong code section had been used by the applicant, and that would need to be corrected in the findings. Postelwait Estates had 64 homes, and was involved in the concept plan process. The membership did not understand the level of the density transfer and questioned if it was in the spirit of the concept plan that had R-1 for this area. When 75 of the 82 lots, or 91% of the lots, were in essence R-1.5 due to the size of the lots, there was frustration because they thought the lot sizes would be bigger. They were concerned about the long term impact on their community when there were so many people living in a tight area. They thought the smaller lots to this degree was excessive and was more than anyone anticipated. They were asking to the extent the Commission had discretion to help increase the size of the lots. They also asked for a condition of approval for CC&Rs to be placed on the property to allow for an HOA. It would help with maintaining the fence, landscaping, and signage around the development. They also wondered since Postelwait Estates had to maintain their stormwater detention facility, why the facility for this development would be maintained by the City and not the neighborhood. If they had to accept this level of density, an HOA would assist in keeping property values up.

Erick and Jo Rect, Canby residents, owned one of the properties that would be surrounded by the new development. They were not opposed to development and participated in the concept plan process. They were concerned about how the plan was presented to the public. In the concept plan discussions, the density transfer was characterized as maybe adding an extra lot and not much would change. In reality it changed the density to medium rather than low density. They did not think it met the spirit of the concept plan. No one had anticipated this outcome. The public was not fully informed on what was going to happen and there had not been an opportunity for an honest conversation about what this really meant.

Daniel Webb, Canby resident, had represented the appellants in the appeal of this application. The applicant had for the most part addressed the issues that the appellant presented in the appeal and the City Council's concerns. However the density issue was still a problem. This area was supposed to be developed as R-1. The applicant had used the code and concept plan to their advantage in order to maximize their potential development, which was to be expected. Over the past few months, it was made apparent that the concept plan was flawed and the responsibility went to the Commission and staff. The spirit of the plan was forgotten somewhere along the way. Many hours of citizen time had been invested in

creating the concept plan and he thought they had all been misled. They were told the density transfer would make very little difference and the street plan could be changed to fit property owner's needs. He did not think this would be the last time the Commission would be addressing the density transfer and the other issues of this development. Commissioner Mottern asked if those he represented would be willing to have less park land instead of what was being proposed to be donated.

Mr. Webb thought the park would never be developed. It would not have mattered if they dedicated more or less park land, it would continue to be an unimproved wetland. The city had no funds for maintenance. The application was nothing like community members had envisioned.

Charles Burden was the property manager for Hazeldell LLC in Canby. His family were long-time residents of Canby. In the 1960s they had constructed an irrigation pond upstream from this development. He had always been told that they were not allowed to build any closer than 50 feet from the edge of the waterway. These homes looked like they were being built on the water's edge. It was a concern as they were upstream from this area. He wanted to make sure there was not a problem with rising water and flooding. He did not think it was good to build this close to a waterway.

Commissioner Chernishov asked how frequently they released water from the upstream pond. Mr. Burden explained the release used to be more prevalent than it was today. Approximately two years ago they released water. There was concern that there would be a liability if something failed with their dam. This year they had a blockage on the spillway that caused water to overflow the dam. They wanted to make sure everyone was safe downstream.

Rebuttal: Mr. Givens had reviewed the FEMA maps for this area and there were no lots in the 100 year floodplain. The hash pattern on the map was the wetlands boundary, not the stream boundary. There should be about a 50 foot separation between the stream and the rear yards of the lots. The lots would be built up in elevation and the homes would be built on the upper portion of the lots. He did not anticipate a problem with safety. The concept plan and code allowed for an average of 5,000 square foot lots, and the average for this development was 6,000 square feet. The density was consistent with R-1 zoning. He thought the design was consistent with the code. They had addressed the concerns of the neighbors and Council as much as they could. They could not reduce the density further without it hurting the property owners, which was not fair because they were being asked to give up a significant asset from their property.

Mr. Robinson submitted a new letter that addressed the typos that had been pointed out. This was an adopted concept plan, and the issue before the Commission was whether this application followed that plan. The plan could be amended but currently it was in effect as an acknowledged document and everyone was bound by it. He read from the list of remand items from the City Council. The Council did not say that they had to reduce the number of lots or that the lots had to be 7,000 square feet because that was not what the code stated. The code allowed less than 7,000 square foot lots as long as there was an average lot size of 5,000 square feet. They were not getting any more density than they would if they developed on Willow Creek. The Council wanted evidence that the calculations were accurate and reflected appropriately the density transfer provision in the code. He read from sections of the concept plan regarding Willow Creek and the density transfers and lot size averaging. It was a conscious choice to push density over to where it could be developed in return for dedicating Willow Creek as public park land. The code did not allow the Commission to require a Homeowners Association, however the applicant was willing to consider it. They asked for approval of the application.

Jim Boyle, Canby resident, had also attended the concept plan meetings and he thought the issues were made clear at those meetings. The material in the concept plan was also clear. Neighbors should have done their homework and raised these issues three years ago when the plan was being created.

Jo Rect had canvassed the neighborhood and went to community meetings and did not find one person who had a clear understanding on this issue. They had been paying attention.

Chair Savory closed the public hearing.

Commissioner Chernishov discussed the SDC credit estimate. The developable land was valued at \$100,000 per acre, and the undevelopable land was valued at \$87,000 per acre. He was concerned there was not enough difference between the two.

Councilor Varwig did not think this development with small lots fit the spirit of Canby. He wanted to maintain the small town feel. However, the developers met the code and he understood the need for the applicant to make the most of the development.

Commissioner Boatright stated the code did allow density transfers for the park land, however he thought the applicant was willing to donate the land because of the expense to try to build on it. In R-1 the lots were supposed to be 7,000 to 10,000 square feet and there were not enough of those lots in this development. The Council had remanded this back to the Commission and he thought the Council had wanted more done than what was proposed. They did not have to allow 5,000 square foot lots and he thought they made a mistake approving this application the first time.

Commissioner Varwig stated if this was approved, he highly recommended forming an HOA for the development.

Commissioner Hall said the Commission had approved it the first time with smaller lot sizes. All of the necessary changes were made, and he thought they had to approve it.

Commissioner Mottern agreed with Commissioner Hall. This was an adopted plan and he thought the application should be approved.

Commissioner Serlet thought there had been a bait and switch between what they thought the concept plan said and this development. He was concerned about the park being maintained, as the city could not maintain the current parks. The traffic impact on Territorial should have been addressed. He was opposed to this application.

Chair Savory said it came down to the spirit versus the law and they had to follow the law. The applicant had fulfilled his obligation under the law, and it was up to the Council to make the citizens of the neighborhood whole. He thought traffic issues had been neglected as well.

**Motion:** A motion was made by Commissioner Mottern and seconded by Commissioner Hall to approve SUB 17-06/APP 17-03 with staff's recommendations and the recommendations and typo corrections from Mr. Robinson. Motion passed 5/2 with Commissioners Serlet and Boatright opposed.

## **FINAL DECISIONS**

(Note: These are final, written versions of previous oral decisions. No public testimony.)

### **a. DUPONT ANN 18-01/ZC 18-01 Final Findings**

**Motion:** A motion was made by Commissioner Boatright and seconded by Commissioner Serlet to approve the final findings for DUPONG ANN 18-01/ZC 18-01. Motion passed 7/0.

### **b. ICON SUB 17-06/APP 17-03 Remand Final Findings**

**Motion:** A motion was made by Commissioner Mottern and seconded by Commissioner Hall to approve the final findings for ICON SUB 17-06/APP 17-03. Motion passed 6/1 with Commissioner Serlet opposed.

## **ITEMS OF INTEREST/REPORT FROM PLANNING STAFF**

- a. Next regularly scheduled Planning Commission meeting – Monday, May 14, 2018**
  - Site & Design Review/Conditional Use for two warehouse spaces in the Canby Pioneer Industrial Park.

## **ITEMS OF INTEREST/GUIDANCE FROM PLANNING COMMISSION – None**

## **ADJOURNMENT**

Chair Savory adjourned the meeting at 10:15 pm.



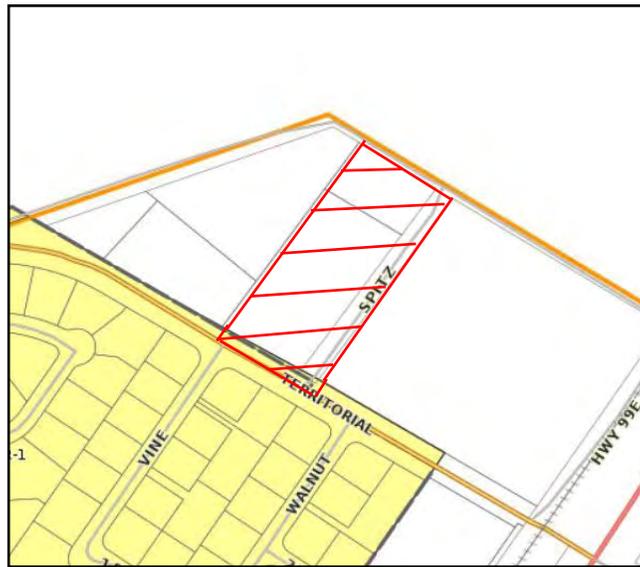
# City of Canby

## ANNEXATION AND ZONE CHANGE STAFF REPORT

FILE #: ANN 18-01/ZC 18-01

Prepared for the April 23, 2018 Planning Commission Meeting

**LOCATION:** The north side of NE Territorial Road approximately 660 feet west of State Highway 99E and extending north to border on Willamette Wayside Park.



**ANNEXATION PROPERTY SIZE:** The site is approximately 2.64 gross acres including a portion of Tax Lot 31E27AD01500 identified as Spitz Road/2.44 net acres, (minus .20 acre of NE Territorial Road R.O.W).

**TAX LOTS:** Tax Lots 31E27DB00200, 31E27DB00201, and a portion of 31E27AD01500

**COMPREHENSIVE PLAN DESIGNATION:** Low Density Residential (LDR)

**CURRENT ZONING DESIGNATION:** Clackamas County: Rural Residential Farm Forest-5 Acre (RRFF-5)

**PROPOSED ZONING:** Low Density Residential (R-1)

**OWNER:** Paul M. and Susan E. DuPont, City of Canby

**APPLICANT:** Paul DuPont

**APPLICATION TYPE:** Annexation/Zone Change (Type IV)

**CITY FILE NUMBER:** ANN 18-01/ZC 18-01

### I. PROJECT OVERVIEW & EXISTING CONDITIONS

The property owners of two different parcels located in the northeast portion of the City of Canby's Urban Growth Boundary (UGB) propose annexation into the city limits. The property owners also propose a zone change application to change the current zoning from the Clackamas County RRFF-5 (Rural Residential Farm Forest-5) to the City of Canby's R-1, Low Density Residential Zone. The subject parcels are contiguous and include a portion of Tax Lot 1500 which is owned by the City of Canby. The portion of Tax Lot 1500 to be annexed is

identified as Spitz Road and consists of a strip of land that measures approximately 40 foot wide and 475 feet long that was vacated as a roadway and transferred to City ownership as part of the Wayside Park parcel. The applicant intends to develop this portion of tax lot 1500 (which was previously a County access road) as a public street to serve a future subdivision. The annexation will also extend into Territorial Road and incorporate 40 feet of right-of-way along the property frontage. The applicant is requesting a zone change to R-1 (Single-Family Residential) which is consistent with the current Canby Comprehensive Plan designation.

The City of Canby's annexation ordinance requires either a Concept Development Plan or a Development Agreement (DA) for properties that are a part of an annexation request when designated on the City of Canby Annexation Development Map (16.84.040(A)). In this particular case, the subject properties are delineated within a Development Agreement Area. Subsequently, the applicant submitted a Development Agreement that must be adopted by the City Council and recorded within 7 days of final approval of the application. The Development Agreement addresses applicable criteria listed in Section 16.84.040 CMC as well as dedications, street construction, and utility design issues which the City desires to be guaranteed or reflected in any upcoming subdivision application.

The existing annexation area is located within the City of Canby's Urban Growth Boundary. The City of Canby Comprehensive Plan has envisioned the ultimate urbanization of this area and its intended land use, and the Comprehensive Plan Map for these particular lots indicates a Low Density Residential use. The designation corresponds to the zone changes requested by the applicant. The area is currently within Clackamas County's jurisdiction and is presently zoned as Rural Residential Farm Forest-5 Acre (RRFF-5). This zone change is to rezone the properties involved to the City zoning of R-1 zone in accordance with the corresponding City Comprehensive Plan Map land use designation. The zone designation will take effect when the properties are annexed as indicated in this application.

## **II. ATTACHMENTS**

- A.** Application Forms
- B.** Submitted Written Narrative and materials
- C.** Neighborhood Meeting Notes/Attendance List/Notification Letter
- D.** Pre-Annexation application Meeting Minutes
- E.** Survey of Property to Be Annexed and Legal Description of Private Property and adjacent NE Territorial Road right-of-way to be annexed
- F.** Maps: Aerial Vicinity Map, Assessor Map, Canby Comprehensive Plan Map, Proposed Annexation Area Map
- G.** Development Agreement
- H.** Transportation Planning Rule Analysis - contracted by applicant with City's Consulting Traffic Engineer
- I.** Agency/Citizen Comments

## **III. APPLICABLE REVIEW CRITERIA & FINDINGS**

Major approval criteria used in evaluating this application include the following Chapters from the *City of Canby's Municipal Code including the Land Development and Planning Ordinance* (Title 16):

- 16.84 Annexations
- 16.54 Amendments to Zoning Map

- 16.89 Application and Review Procedures
- 16.16 R-1 Low Density Residential Zone

*City of Canby Comprehensive Plan Policies and Implementation Measures  
Clackamas County/City of Canby Urban Growth Management Agreement (UGMA)  
State Statutes- ORS 195.065 and 222*

## **Chapter 16.84 Annexation Compliance**

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### **16.84.040. A.1.b. Annexation Development Map.**

**A.** *The following criteria shall apply to all annexation requests.*

**1.** *The City of Canby Annexation Development Map shall determine which properties are required to submit either (See Figure 16.84.040):*

**a.** *A Development Agreement (DA) binding for all properties located within the boundaries of a designated DA area as shown on the City of Canby Annexation Development Map. The terms of the Development Agreement may include, but are not limited to:*

- 1. Timing of the submittal of an application for zoning*
- 2. Dedication of land for future public facilities including park and open space land*
- 3. Construction of public improvements*
- 4. Waiver of compensation claims*
- 5. Waiver of nexus or rough proportionality objections to future exactions*
- 6. Other commitments deemed valuable to the City of Canby*

*For newly annexed properties that are within the boundaries of a DA area as designated on the City of Canby Annexation Development Map: A Development Agreement shall be recorded as a covenant running with the land, binding on the landowner's successors in interest prior to the City Council granting a change in zoning classification.*

**b.** *A Development Concept Plan (DCP) binding for all properties located within the boundaries of a designated DCP area as shown on the City of Canby Annexation Development Map. A Development Concept Plan shall address City of Canby infrastructure requirements including:*

- 1. Water*
- 2. Sewer*
- 3. Storm water*
- 4. Access*
- 5. Internal Circulation*
- 6. Street Standards*
- 7. Fire Department requirements*
- 8. Parks and open space*

*For newly annexed properties that are within the boundaries of a DCP area as designated on the City of Canby Annexation Development Map: A Development Concept Plan shall be adopted by the Canby City Council prior to granting a change in zoning classification. (Ord. 1294, 2008)*

**Findings:** A DCP is not required for this application. A copy of the Development Agreement (DA) is included in the file. The DA provided information to address City of Canby future infrastructure requirements for the area, and work has gone into planning for how the defined area would best be developed and served by all necessary infrastructure.

A traffic analysis was not required for this proposal. However, DKS Engineering provided a Transportation Planning Rule Analysis to address traffic impacts associated with anticipated full development of the properties in accordance with the applicable zoning designation and the planning rule. The analysis, dated August 16, 2017 summarized how the requirements of Oregon Administrative Rule (OAR) 660-012-0060, the Transportation Planning Rule (TPR), are met for the subject properties. The surrounding roadways and intersections were found to have sufficient capacity to accommodate the proposed annexation, and zone change in the Development Agreement Area. The Transportation Planning Rule requirements of State Statute were determined to have been met as documented in the Analysis.

All necessary utility services are generally available or can be made available through service line extensions to the annexation area. The submitted narrative indicates the options for necessary infrastructure to serve this area. The applicant stated that development of future infrastructure will be addressed with submittal of a subdivision application at a later date. The applicant is aware that park SDC's are required in lieu of park dedication.

**Criteria 16.84.040.A.2** *Analysis of the need for additional property within the city limits shall be provided. The analysis shall include the amount of developable land (within the same class of zoning – low density residential, light industrial, etc.) Currently within the city limits; the approximate rate of development of those lands; and how the proposed annexation will affect the supply of developable land within the city limits. A supply of developable residential land to provide for the anticipated population growth over the following three years is considered to be sufficient.*

**Findings:** A land needs analysis is required with all annexations to assess the current amount of developable land within the same zone designation of that requested in the application. A 3-year supply of developable R-1 zoned land is to be considered sufficient. The City Council previously provided a defined policy direction to staff that stated analysis of actual number of platted lots based on a reasonable assessment of expected consumption rate moving forward is the appropriate metric to utilize in determining the adequacy of the developable land supply.

The applicant included in the file an analysis indicating the deficiency of Canby's 3-year supply of developable land based on population data obtained from Portland State University Population Research Center and existing available platted and purposed lots. The applicant provided an analysis that included subdivisions that are preliminarily approved and have yet to record platted lots. The applicant determined that currently there is a need

for 421 new households in the next three years, and the total lots currently or projected available amount to 279 lots for low or medium density development. The applicant assumed a third of this number may be medium or multi-family development which would leave a need for about 187 additional single-family lots. However, the applicant did not factor in an absorption rate into the submitted data. Based on available information, the city has had an average absorption rate of nearly 45 lots per year for the last 10 years. This indicates the supply of readily available platted lots with all necessary infrastructures is below a three-year supply. If annexed, this property would add to the buildable land supply. It will likely take 2 to 3 years for this land to be fully platted and the lots made available. Staff concludes that information indicates this criterion is met.

**Criteria 16.84.040.A.3** *Statement of potential physical, aesthetic and related social effects of the proposed development on the community as a whole and on the neighborhood of which it will become a part; and proposed actions to mitigate identified concerns, if any. A neighborhood meeting is required as per Table 16.89.020 of the City of Canby Land Development and Planning Ordinance.*

**Findings:** Future subdivision is anticipated to develop the site at a higher net density per acre that exists at this time. However, potential traffic generation has been shown to be within the capabilities of the surrounding road system with no mitigation necessary. The subject parcels are bordered on the north by City parkland and additional neighborhood parks and a walking trail is situated nearby. This will add to the social and aesthetic effects of development on the subject properties and the future development of the neighborhood livability. Staff does not foresee any significant impacts from the proposal or need to mitigate any identified concerns. Staff agrees the annexation and future development of the subject parcels is consistent with development in this area of Canby. This criterion is satisfied.

**Criteria 16.84.040.A.4** *Statement of availability, capacity and status of existing water, sewer, drainage, transportation, park and school facilities*

**Findings:** The subject parcels are not in a Development Concept Plan Area but are designated within a Development Agreement Area of the Canby Annexation Development Map. The Development Agreement states the applicant's obligation to provide dedications for future public facilities and the construction of streets and water and sewer lines as well as other related development. Information provided demonstrated how utility infrastructure will be made available, and unmanageable capacity issues were not identified by City departments and agencies during this review process. The applicant will pay park SDC's in lieu of park dedication. Tree resources will be made available as part of a Street Tree Plan during the subdivision process. This criterion can be met at the time of development.

**Criteria 16.84.040.A.5** *Statement of increased demand for such facilities to be generated by the proposed development, if any, at this time*

**Findings:** Staff finds that the information contained in the Development Agreement and the file is sufficient, and the applicable criteria can be met.

**Criteria 16.84.040.A.6** *Statement of additional facilities, if any, required to meet the increased demand and any proposed phasing of such facilities in accordance with projected demand.*

**Findings:** This staff report incorporates the infrastructure sections of the Development Agreement as findings. All necessary utility extensions are available to serve this area when development occurs after annexation, and connections to existing facilities are available and preferred depending on the development project. Staff finds that with appropriate conditions of approval, information provided in the file is sufficient and this criterion can be met.

**Criteria 16.84.040.A.7** *Statement outlining method and source of financing required to provide additional facilities, if any.*

**Findings:** The applicant will pay the necessary costs of their own development. Information in the file indicated that most infrastructure facilities in the northeast Canby area are expected to be built by individual developers. Staff finds that information in the file is sufficient for this case, and the applicable criteria can be met.

**Criteria 16.84.040.A.8** *Statement indicating the type and nature of any comprehensive plan text or map amendments or zoning text or map amendments that may be required to complete the proposed development.*

**Findings:** The applicant intends to follow the low density residential zoning designation of the Comprehensive Plan. The only change is a zoning map amendment to change the zone to R-1, and the Zone Map Change Application that accompanies this annexation request will satisfy this criteria. Staff finds that the criterion in 16.84.040.A.8 can be met.

**Criteria 16.84.040.A.9** *Compliance with other applicable city ordinances or policies*

**Findings:** Based on available information, staff concludes that the proposal complies with all other city ordinances and policies.

**Criteria 16.84.040.A.10** *Compliance of the application with the applicable sections of Oregon Revised Statutes Chapter 222*

**Findings:** Oregon Revised Statutes (ORS) Chapter 222 provides regulation of city boundary changes and other development requirements. Staff concludes that this proposal complies with all applicable provisions in the Oregon Revised Statutes. The applicable criteria can be met.

## ***Chapter 16.54 Amendments to the Zoning Map Analysis***

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The assignment of an appropriate zoning district is a part of any annexation application within the City of Canby. The approval criteria are similar to that for approval of an annexation.

### ***16.54.010 & 0.20 & 0.30 Amendments to the Zoning Map***

**Findings:**

**16.54.010** – Authorization to initiate amendments: **The property owners have authorized initiation of the proposed annexation and map amendment by signing an application form and Consent to Annex Form. This criterion has been met.**

**16.54.020** – Application and Fee: **The map amendment application and associated fee were received from the applicant. This criterion has been met.**

**16.54.030** – Public Hearing on Amendment: **This criterion will be met when the Planning Commission holds a public hearing and makes a recommendation to the City Council and when the City Council conducts its own hearing and issues a decision.**

***16.54.040 Standards and criteria***

*In judging whether or not the zoning map should be amended or changed, the Planning Commission and City Council shall consider:*

**A.** *The Comprehensive Plan of the city, giving special attention to Policy 6 of the land use element and implementation measures therefore, and the plans and policies of the county, state and local districts in order to preserve functions and local aspects of land conservation and development;*

**Findings:** **The subject properties and the DA are not identified as being in an “Area of Special Concern” that is delineated in Policy 6 of the Comprehensive Plan. Additionally, the proposed zone for the properties is consistent with the zone designation on the Comprehensive Plan Map. Staff concludes that the request meets provisions in Policy 6 and the Comprehensive Plan.**

**B.** *Whether all required public facilities and services exist or will be provided concurrent with development to adequately meet the needs of any use or development which would be permitted by the new zoning designation. (Ord. 749 section 1(B), 1984; Ord.740 section 10.3.85(D), 1984)*

**Findings:** **Problems or issues in the extension of utility services have not been raised by City service providers that would prevent services at the time of development. It appears that future development of the properties can meet standards for adequate public facilities.**

**16.08.150 Traffic Impact Study (TIS)**

**A.** *Determination based on information provided by the applicant about the proposed development, the city will determine when a TIS is required and will consider the following when making that determination.*

- 1. Changes in land use designation, zoning designation, or development standard.*
- 2. Changes in use or intensity of use.*
- 3. Projected increase in trip generation.*
- 4. Potential impacts to residential areas and local streets.*
- 5. Potential impacts to priority pedestrian and bicycle routes, including, but not limited to school routes and multimodal street improvements identified in the TSP.*
- 6. Potential impacts to intersection level of service (LOS).*

**Findings:** **The Transportation Planning Rule (TPR) within State Statute (OAR 660-12-0060-9) requires that there be a record of traffic generation findings which are consistent with the City’s Transportation System Plan with any Comprehensive Plan Map Amendment or Zoning Map Amendment. As previously mentioned, DKS Engineering provided a TPR Analysis that confirmed the proposed annexation met provisions of the TPR. The findings of the analysis**

determined that the zone change contemplated and the resulting traffic, if developed as allowed, was assumed for trip modeling in the 2010 Canby Transportation System Plan, and therefore, the Transportation Planning Rule requirements are met. The zone change from the proposed annexation would not have a significant effect on the surrounding transportation network, and no mitigation measures would be required to satisfy TPR requirements. This review criterion is met.

### ***Chapter 16.89.060 Process Compliance***

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#### **16.89.060 Type IV Decision**

For certain applications, the City Council makes a final decision after a recommendation by the Planning Commission. These application types are referred to as Type IV decisions.

- A. Pre-application conference. A pre-application conference may be required by the Planning Director for Type IV applications.
- B. Neighborhood meetings. The applicant may be required to present their development proposal at a neighborhood meeting (see Section 16.89.070). Table 16.89.020 sets the minimum guidelines for neighborhood review but the Planning Director may require other applications to go through neighborhood review as well.
- C. Application requirements. Type IV applications shall be made on forms provided by the Planning Director. The application shall be accompanied by all required information and fees.
- D. Public notice and hearings. The public notice and hearings process for the Planning Commission's review of Type IV applications shall follow that for Type III applications, as provided in subsections 16.89.050.D and 16.89.050.E.
- E. Decision process.
  1. Approval or denial of a Type IV decision shall be based on the standards and criteria located in the code.
  2. The hearings body shall issue a final written order containing findings and conclusions recommending that the City Council approve, approve with conditions, or deny the application.
  3. The written decision shall explain the relevant criteria and standards, state the facts relied upon in rendering the decision, and justify the decision according to the criteria, standards, and facts.
  4. In cases involving attorneys, the prevailing attorney shall prepare the findings, conclusions, and final order. Staff shall review and, if necessary, revise, these materials prior to submittal to the hearings body.
- F. City Council proceedings:

1. Upon receipt of the record of the Planning Commission proceedings, and the recommendation of the Commission, the City Council shall conduct a review of that record and shall vote to approve, approve with conditions, or deny the recommendation of the Planning Commission.
2. The City Council may question those individuals who were a party to the public hearing conducted by the Planning Commission if the Commission's record appears to be lacking sufficient information to allow for a decision by the Council. The Council shall hear arguments based solely on the record of the Commission.
3. The City Council may choose to conduct public hearings on Comprehensive Plan amendments, amendments to the text of this title, zone map amendments, and annexations. If the Council elects to conduct such hearings, it may do so in joint session with the Planning Commission or after receiving the written record of the Commission. (Ord. 1080, 2001)

**Findings: Annexations are processed as a Type IV "quasi-judicial" process which is considered through a public hearing at the Planning Commission that forwards a recommendation to the City Council. The City Council also holds a public hearing and issues a final decision. The notice requirements are the same as for Type III applications.**

**In this particular case, the annexation request will not be scheduled for a public vote. On March 15, 2016, the Governor signed Senate Bill SB1573 that mandates some properties, meeting certain criteria, to file for annexation without going through a public vote process that might otherwise currently be in effect through local City Charter provisions and adopted code. This application meets the criteria stated in SB1573, and a public vote will not be held for this annexation application.**

**Notice of this application and the Planning Commission and Council Hearing dates was made to surrounding property owners on April 2, 2018, at least 20-days prior to the hearing. Prior notification and neighborhood meetings were completed during application process. The site was posted with a Public Hearing Notice sign by April 13, 2018. A notice meeting ordinance requirements of the public hearings was published in the Canby Herald on April 18, 2018. A pre-application meeting was held August 31, 2016. These findings indicate that all processing requirements have been satisfied with this application to date.**

### **Public Testimony Received**

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Notice of this application and opportunity to provide comment was mailed to owners of lots within 500 feet of the subject properties and to all applicable public agencies and City departments on April 2, 2018. Complete comments are documented in the file. As of the date of this Staff Report, the following comments were received by City of Canby from the following persons/agencies:

#### **Persons/Agency/City Department Comments.**

Comments were received from the following persons/agencies/city departments:

Canby City Engineer, Melinda Montecucco, Jay and Laurel Spillum

### ***Conclusion Regarding Consistency with the Standards of the Canby Municipal Code***

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Staff concludes, as detailed in the submittal from the applicant and as indicated here in this staff report, including all attachments hereto, that:

1. The applications and proposed use is in conformance with applicable sections of the City's Comprehensive Plan and Land Development and Planning Ordinance when the determinations contained in this staff report are applied.
2. A City **adopted** Development Agreement and explanatory narrative must be submitted detailing how all necessary infrastructures to the properties proposed to be annexed will serve the area as required by the annexation ordinance.
3. The proposed annexation can meet the approval criteria set forth in CMC 16.84.040.A.
4. The zoning of the property, if annexed, should be R-1 as indicated in the application and pursuant to the approval criteria set forth for map amendments in CMC 16.54.040.
5. The proposed annexation's requested zoning district of R-1 is in conformance with the Comprehensive Plan Land Use Plan Map.
6. The application complies with all applicable Oregon Revised Statutes.
7. There are sufficient public and private agency utility and service capacity to serve the site at the anticipated development intensity.
8. In accordance with the UGMA with Clackamas County, this proposed annexation application includes a description of the adjacent NE Territorial Road right-of-way with the properties proposed for annexation.
9. It has been determined that existing land available is below a three-year supply of developed R-1 zoned lots within the City limits. Therefore, the supply does not exceed a three-year supply and there is a "need" for low density residential zoned land for development at this time.

### ***16.89 Recommendation***

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Based on the application submitted and the facts, findings and conclusions of this report, but without benefit of a public hearing, staff recommends that the Planning Commission recommend to the City Council that:

1. ANN 18-01/ZC 18-01 be approved and,
2. Upon annexation, the zoning of the subject properties be designated as R-1 as indicated by the Canby Comprehensive Plan Map.
3. The Development Agreement be adopted and recorded with the property within 7 days of final approval of the annexation and rezoning application.

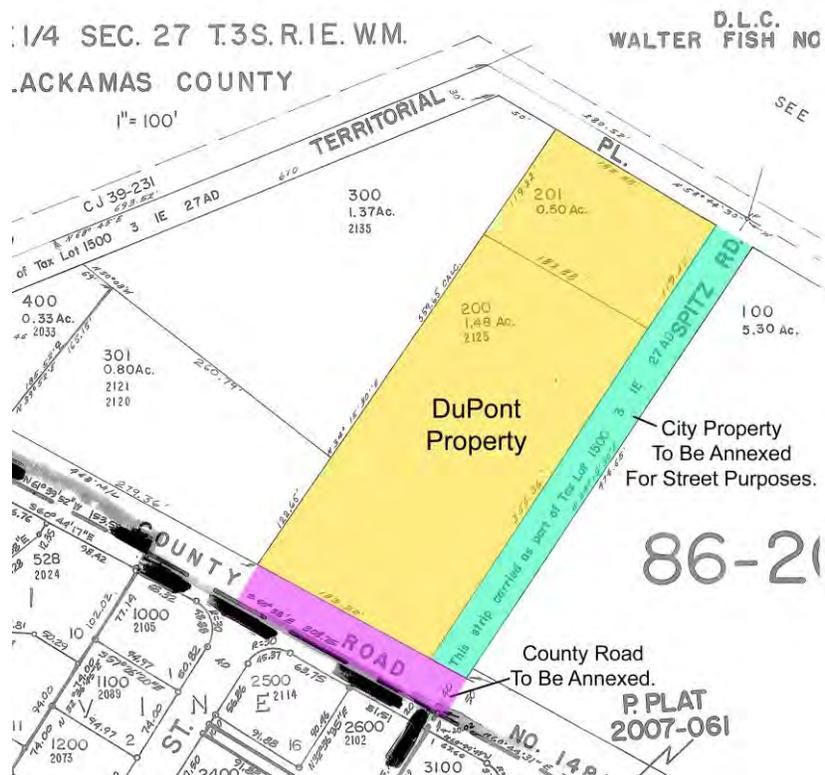
## Annexation Application

### 2125 NE Territorial Place

#### Introduction:

The applicant proposes the annexation of a total of 2.64 acres of land to the City of Canby. The subject property is located on the north side of NE Territorial Rd. and includes a 40 foot strip of land known as Spitz Road. The property is described as Tax Lots 200 & 201 of Clackamas County Assessor's Map 31E27DB. Also included in this application is a request that the City of Canby agree to annex the portion of Spitz Road that abuts this site along its eastern border. Spitz Road is an area of vacated roadway and is a part of Tax Lot 1500 of Assessor's Map 31E27AD. The City of Canby owns this property. It is proposed in the attached Development Agreement that the City dedicate this area as city street right-of-way. It would be improved to City standards by the developer as a part of the future subdivision of the subject property. The annexation request also includes the portion of Territorial Road fronting the subject property that is not presently within the city limits of Canby.

The property included in this request is rectangular in shape and site terrain is level. It is presently developed with one single-family home and a shop building. The site is zoned RRFF-5 by Clackamas County, but is within the Urban Growth Boundary of the City of Canby. The City's Comprehensive Plan Map designates the site Low Density Residential and, upon annexation, the City's R-1 zoning would be applied to the site. The purpose of this annexation is to allow for the eventual development of the site as a residential subdivision consistent with the density allowed by the R-1 zone.



After discussions with City staff, it was determined that the existing intersection of Spitz Road with Territorial Road is too close to the intersection of Vine Street, to the north. Access to the future development of the property will be from the extension of Vine Street across Territorial Road. The conceptual design for the future development calls for this street to bend to the south and connect with the existing alignment of Spitz Road, which will be improved as a city street. The existing access of Spitz Road will be closed off with bollards and limited to pedestrian use. The City may wish to maintain service vehicle access at this point, in which case the bollards would be removable. A hammerhead turn-around would be provided at the end of Spitz Road in order to provide for emergency vehicle maneuvering.

The proposed future development will likely be a small 10-lot subdivision, as shown on the conceptual plan attached to this narrative. The design will provide for a connection from the new Vine Street extension to Spitz Road, which will be developed as a city street. The plan provides for an extension to the west so that Tax Lots 300 and 301 can be further subdivided in the future should the owners of those properties wish to annex to the City and develop their land consistent with the Comprehensive Plan. The streets serving the proposed future development are envisioned as low volume local streets that will not provide for through traffic. As mentioned previously, a hammerhead turn-around will be provided at the end of Spitz Road to ensure that emergency vehicles can maneuver in and out of the area safely. At the neighborhood meeting regarding this annexation there were concerns expressed regarding the potential for more traffic making use of Territorial Place to exit back out to Territorial Road. We agree that this would not be desirable and do not plan to make any improvements on that City-owned property. The installation of a gate or bollards would serve to prevent this unwanted traffic.

The future development of this site will contribute to the need for more city parks by providing Parks SDC payments with the construction of future single-family homes. Additionally, it should be noted that the nature park at the end of Spitz Road will provide for opportunities for hiking and enjoyment of the natural area along the Willamette River.

#### **Compliance with Annexation Approval Criteria:**

The procedures and approval criteria for annexation application are set forth in Division Six of the Canby Municipal Code, as detailed in Chapter 16.84. Compliance with the relevant approval criteria is demonstrated in proposed findings below:

##### **16.84.020 State regulations.**

*The regulations and requirements of Oregon Revised Statutes Chapter 222 are adopted by reference and made a part of this division. (Ord. 740 section 10.6.20, 1984)*

Comment: The State of Oregon passed Senate Bill 1573, which went into effect March 15, 2017 (ORS 222.225). The bill eliminated the requirement for elections for annexations when specified criteria are met. Specifically, the petition for annexation must:

- Be submitted by all owners of land in the annexation territory;

- The annexation territory must be included within the urban growth boundary of the city or Metro and is, or will be, subject to acknowledged comprehensive plan of city;
- At least one parcel in the annexation territory must be contiguous to the existing city limits; and
- The proposal must conform to all other requirements of the city's ordinances.

The proposed annexation will meet all of these criteria. The petition for annexation is signed by the owners of record of the properties within the annexation area (with City consent for annexation of Spitz Rd. street area). The property is within the urban growth boundary and is subject to the acknowledged City of Canby Comprehensive Plan (Comprehensive Plan). The property is contiguous to the existing city limits along Territorial Road. The proposal complies with all other requirements of the city's ordinances, as demonstrated in this narrative. Since these requirements are met, the provisions of 16.84.030 which relate to filing deadlines for elections do not apply.

**16.84.030 Filing procedure.**

*Whenever an application for annexation is filed, it shall be reviewed in accordance with the following procedures:*

- A. *Application Filing Deadlines. Application deadlines are established to permit public hearings by both the Planning Commission and the City Council in time to meet state and county requirements for submitting ballot information for these election dates. Application deadlines are as follows:*
1. *Regular annexation dates are in May and November. Annexations must be filed with the City before 5:00 p.m. on the last working day in August for a ballot election in May and the last working day in February for a ballot election in November. Incomplete applications may result in missing these planned election dates, at the City's discretion.*
  2. *Annexations can be scheduled for a special election provided that all costs associated with the special election are covered by the applicant. Special elections will be scheduled by the City Council following the required City Council hearing on the application.*

Comment: Not applicable because the proposed annexation complies with the provisions of SB 1573.

- B. *Application Submittal. Application procedures shall be as described in Chapter 16.89, on forms provided by the Planning Department. (Ord. 899 section 6, 1993; Ord. 740 section 10.6.30, 1984; Ord. 981 section 36, 1997; Ord. 1019 section 18-20, 1999; Ord. 1080, 2001; Ord 1237, 2007; Ord. 1294, 2008)*

Comment: The required application form has been prepared and is included with the applicant's submittal.

**16.84.040 Standards and criteria.**

A. *The following criteria shall apply to all annexation requests.*

1. *The City of Canby Annexation Development Map shall determine which properties are required to submit either (See Figure 16.84.040):*
  - a. *A Development Agreement (DA) binding for all properties located within the boundaries of a designated DA area as shown on the City of Canby Annexation Development Map. The terms of the Development Agreement may include, but are not limited to:*
    1. *Timing of the submittal of an application for zoning*
    2. *Dedication of land for future public facilities including park and open space land*
    3. *Construction of public improvements*
    4. *Waiver of compensation claims*
    5. *Waiver of nexus or rough proportionality objections to future exactions*
    6. *Other commitments deemed valuable to the City of Canby*

*For newly annexed properties that are within the boundaries of a DA area as designated on the City of Canby Annexation Development Map: A Development Agreement shall be recorded as a covenant running with the land, binding on the landowner's successors in interest prior to the City Council granting a change in zoning classification.*

Comment: The subject property is within a designated Development Agreement area. A draft of a proposed DA that would be recorded in accordance with requirements of this section is attached to this application.

- b. *A Development Concept Plan (DCP) binding for all properties located within the boundaries of a designated DCP area as shown on the City of Canby Annexation Development Map. A Development Concept Plan shall address City of Canby infrastructure requirements including:*
  1. *Water*
  2. *Sewer*
  3. *Stormwater*
  4. *Access*
  5. *Internal Circulation*
  6. *Street Standards*
  7. *Fire Department requirements*
  8. *Parks and open space*

*For newly annexed properties that are within the boundaries of a DCP area as designated on the City of Canby Annexation Development Map: A Development Concept Plan shall be adopted by the Canby City Council prior to granting a change in zoning classification. (Ord 1294, 2008)*

Comment: Not applicable. The subject property is not located within a DCP area.

2. *Analysis of the need for additional property within the city limits shall be provided. The analysis shall include the amount of developable land (within the same class of zoning - low density residential, light industrial, etc.) Currently within the city limits; the approximate rate of development of those lands; and how the proposed annexation will affect the supply of developable land within the city limits. A supply of developable residential land to provide for the anticipated population growth over the following three years is considered to be sufficient;*

Comment: Canby's estimated population for the years 2015 through 2017, according to the Portland State University Population Resource Center (PRC), is shown in the chart below:

| Year | PRC Pop. Est. |
|------|---------------|
| 2015 | 16,010        |
| 2016 | 16,420        |
| 2017 | 16,660        |

The above figures are based on population within the Canby city limits. PRC data and projections for the Canby Urban Growth Boundary, which includes population within the city limits as well as areas that are presently outside of the city but within the UGB, are shown in the following table:

| 2000   | 2010   | AAGR<br>(2000-2010) | 2017   | 2035   | 2067   | AAGR<br>(2017-2035) |
|--------|--------|---------------------|--------|--------|--------|---------------------|
| 13,323 | 17,097 | 2.5%                | 17,976 | 24,045 | 35,118 | 1.6%                |

AAGR = Average Annual Growth Rate

Source: Coordinated Population Forecast for Clackamas County, its Urban Growth Boundaries (UGB), and Area Outside UGBs 2017-2067(Draft), PRC

For the purposes of judging the need for developable land for single-family homes, it is most appropriate to use the population data for the UGB as a whole, since the city limits will gradually become coterminous with the UGB over the next twenty to forty years. The AAGR from 2017 to 2035 will likely taper off gradually from the 2.5% AAGR that occurred between 2000 and 2010. However, using a conservative approach of applying an AAGR of 1.6%, the projected population of the Canby UGB over the next three years would be as follows:

| Year | Est. Population |
|------|-----------------|
| 2018 | 18,264          |
| 2019 | 18,556          |
| 2020 | 18,853          |
| 2021 | 19,155          |

Assuming an average of 2.8 persons per household, the projected population increase of 1,179 people would generate 421 new households in the next three years. Since development outside the city limits is constrained by Clackamas County's Rural zoning, nearly all of these new households will be accommodated by development located within the Canby city limits.

Data provided by Canby City Planning indicates the following new housing subdivisions are under way in Canby:

| Subdivision Name    | Total Lots | Lots Sold or Committed | Lots Remaining |
|---------------------|------------|------------------------|----------------|
| Timber Park         | 105        | 2                      | 103            |
| Northwood Estates 3 | 21         | 21                     | 0              |
| Faist Addition 6    | 30         | 10                     | 20             |
| Faist Addition 7    | 6          | 1                      | 5              |
| Caitlyn's Place     | 6          | 4                      | 2              |
| Tanoak              | 8          | 0                      | 8              |
| Faist Addition 8    | 24         | 0                      | 24             |
| Faist Addition 9    | 6          | 0                      | 6              |
| <b>Totals:</b>      | <b>206</b> | <b>38</b>              | <b>168</b>     |

Additionally, The Seven Acres Subdivision has received preliminary approval for 22 lots and Redwood Landing has received preliminary approval for 89 lots (currently under appeal). Thus, the total number of lots that are currently likely to be available to meet the projected need of 421 housing units is 279 lots. Perhaps a third of the projected households that are presently not accommodated by planned single-family development will be addressed through new multi-family housing. That would still leave a need for about 187 additional single-family lots beyond what is currently planned.

There is little developable vacant land residential land within the Canby city limits, which means that the majority of the unmet need for vacant land will need to be met through annexation and development of properties within the UGB but presently outside of the city limits. It is clear that there is a need for additional land to be added to the city limits of Canby. The subject annexation is well situated to help meet this need.

3. *Statement of potential physical, aesthetic and related social effects of the proposed development on the community as a whole and on the neighborhood of which it will become a part; and proposed actions to mitigate identified concerns, if any. A neighborhood meeting is required as per Table 16.89,020 of the City of Canby Land Development and Planning Ordinance.*

Comment: The subject property is a part of a small remnant area of the UGB north of the city limits that has not been annexed as of yet. There are three other parcels to the west of the subject property that can be annexed to the city, TL 300, 301 and 400. These three parcels are 1.37, 0.80, and 0.33 acres in area, respectively. Tax Lots 300 and 301 are developed with single-family residences. Tax Lot 400 contains a pole barn and outbuilding and is owned by the owner of TL 301. The property to the east of the proposed annexation area is developed with a church.

The future development of the subject property would introduce an urban single-family neighborhood north of Territorial Road. The lots would be typical 7,000 sq. ft. residential lots. This would have the most impact upon TL 300. The owner of that property expressed concerns at the neighborhood meeting regarding potentially having two-story homes along the west property line of the subject property and potentially impacting an apple orchard in the adjacent area due to shading. The aerial photograph shown below shows, however, that the trees are far enough removed from the property line that this

should not be a concern. It should also be noted that the area is designated Low Density Residential and that it is probable that at some point in the future the adjacent property will also be converted to urban use.



4. *Statement of availability, capacity and status of existing water, sewer, drainage, transportation, park and school facilities;*

Comment: All required services are available to adequately provide for the future development of the subject property. There is a 14-inch ductile iron main on the south side of the road in NE Territorial Road that is capable of serving the future development of the annexation area. A new line will be tapped into the 14" main and extended in the new street accessing the future development. An 8-inch sanitary sewer main is available in NE Territorial Road. It is approximately 10 to 12 feet deep and is located on the south side of the street. Storm sewer will be developed within the new street serving the subject property and will be connected to the existing storm line in NE Territorial Road. Individual lots will be provided with on-site systems to percolate roof water into the soil. The property is located adjacent to the City's nature park on TL 1500. Additionally, there will be a new 6.7 acre nature park along Willow Creek included within the recently approved Redwood Landing subdivision. Canby School District will have the opportunity to comment on the proposed annexation, but to our knowledge there are no current capacity issues that would affect this annexation proposal.

5. *Statement of increased demand for such facilities to be generated by the proposed development, if any, at this time;*

Comment: There will not be any increased demand for public facilities at this time since the application will only annex the subject area to the City of Canby. A separate application for development of the property would be submitted in the future. Discussions with City staff at the pre-application conference indicate that all required services are readily available to accommodate the future development of this site.

6. *Statement of additional facilities, if any, required to meet the increased demand and any proposed phasing of such facilities in accordance with projected demand;*

Comment: The only additional facilities required would be the installation of utilities within the future subdivision itself. These are normal requirements of any land development.

7. *Statement outlining method and source of financing required to provide additional facilities, if any;*

Comment: All infrastructure for the future development would be the responsibility of the developer.

8. *Statement indicating the type and nature of any comprehensive Plan text or map amendments or Zoning text or map amendments that may be required to complete the proposed development. Proposed zoning must be consistent with zoning identified in any applicable adopted Development Concept Plan. (Ord. 1292, 2008; Ord. 1422, 2015)*

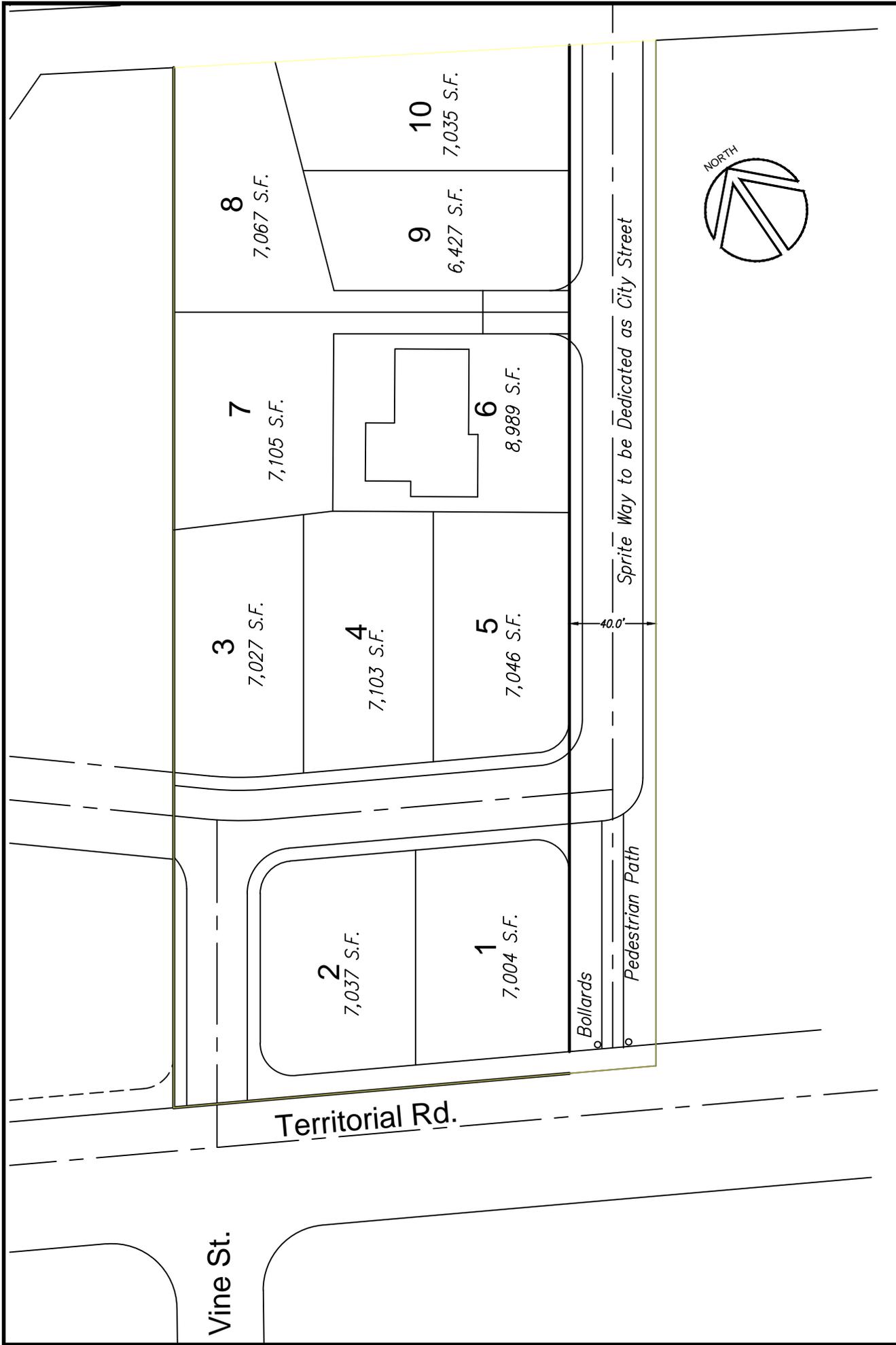
Comment: A zone change from County Rural Residential-Farm-Forest 5 zoning to City of Canby R-1 will be approved per the attached Development Agreement.

9. *Compliance with other applicable city ordinances or policies;*

Comment: Compliance with City zoning and development ordinances will be reviewed at the time of future development application submittal.

10. *Compliance of the application with the applicable sections of Oregon Revised Statutes Chapter 222. (Ord. 740 section 10.6.40, 1984; Ord. 981 section 37, 1997; Ord. 1294, 2008)*

Comment: As discussed above, the proposed annexation is consistent with the provisions of ORS 222.225. All requirements of ORS Chapter 222 will be met through the City's review of the proposed annexation.



Richard E. Givens, Planning Consultant  
 18680 Sunblaze Dr.  
 Oregon City, Oregon 97045  
 PH: (503) 479-02097

SCALE 1" = 60'  
 DATE: Jan. 2018  
 PROJECT 16-DUP-100

**PROPOSED ANNEXATION**  
 2125 Territorial Place  
 Client: Paul Dupont

**Conceptual Site Plan A**



720 SW Washington St.  
 Suite 500  
 Portland, OR 97205  
 503.243.3500  
 www.dksassociates.com

# MEMORANDUM

**DATE:** August 16, 2017  
**TO:** Bryan Brown, City of Canby  
**FROM:** Christopher S. Maciejewski, PE, PTOE  
 Scott Mansur, PE, PTOE  
 Jordin Kelly, EIT



**SUBJECT:** Canby Spitz Road Annexation – Transportation Planning Rule (TPR) Analysis P#11010-088

This memorandum summarizes how the requirements of Oregon Administrative Rule (OAR) 660-012-0060, the Transportation Planning Rule (TPR), are met for a proposed annexation for a property on the northeast corner of the NE Territorial Road/Spitz Road intersection in Canby, Oregon (tax lots 31E27DB00200 and 31E27DB00201). There is currently one single family house on the site and the proposed subdivision includes ten single family houses. The following section describes the consistency of the annexation request with both the City’s Comprehensive Plan and Transportation System Plan as well as documents the net difference in trip generation between what is proposed and what is existing.

## Property Zoning Designation

The proposed annexation is located inside Canby’s City Limits in unincorporated Clackamas County and is currently designated Clackamas County RRF-5: Rural Residential Farm Forest. The City’s comprehensive plan designation is LDR: Low Density Residential and the proposed zoning is LDR: Low Density Residential. Therefore, the proposed zoning is consistent with the City’s adopted Comprehensive Plan designation. Table 1 below summarizes the zone change information for these properties.

*Table 1: Proposed Annexation at Tax Lots 31E27DB00200 and 31E27DB00201*

| Property                  | Tax Lots                      | Lot Size (acres) | Proposed Zoning               | Clackamas County Zoning                | City of Canby Comprehensive Plan Land Use |
|---------------------------|-------------------------------|------------------|-------------------------------|--|---|
| 2125 NE Territorial Place | 31E27DB00200 and 31E27DB00201 | 2.0              | LDR (Low Density Residential) | RRFF-5 (Rural Residential Farm Forest) | LDR (Low Density Residential)             |

## Transportation Planning Rule Findings

The requirements of Oregon Administrative Rule (OAR) 660-012-0060, the Transportation Planning Rule (TPR), must be met for proposed changes in land use zoning. The intent of the TPR (OAR 660-12-0060) is to ensure that future land use and traffic growth is consistent with transportation system planning, and does not create a significant impact on the surrounding transportation system beyond currently allowed uses. The TPR allows a change in land use zoning in the event that a zone change would make the designation consistent with both the Comprehensive Plan and the Transportation System Plan. The allowance (found in Section 9) was added to the TPR in December 2011 and fits the circumstances of the project parcel. Specifically, section 9 states:



Notwithstanding section (1) of this rule, a local government may find that an amendment to a zoning map does not significantly affect an existing or planned transportation facility if all of the following requirements are met.

(a) The proposed zoning is consistent with the existing comprehensive plan map designation and the amendment does not change the comprehensive plan map;

(b) The local government has an acknowledged TSP and the proposed zoning is consistent with the TSP;

(c) The area subject to the zoning map amendment was not exempted from this rule at the time of an urban growth boundary amendment as permitted in OAR 660-024-0020(1)(d), or the area was exempted from this rule but the local government has a subsequently acknowledged TSP amendment that accounted for urbanization of the area

Each of these criteria is addressed below:

- (a) The proposed zoning is consistent with the City's Comprehensive Plan and adopted Transportation System Plan (TSP), including a review of the forecasted development types and amounts from the travel demand forecasts utilized for the TSP.<sup>1</sup>
- (b) The City of Canby has adopted the Transportation System Plan (2010) and the proposed zoning is consistent with the TSP.
- (c) This subsection applies if the area was added to the urban growth boundary (UGB). Since the parcels are already within the UGB, provisions from subsection (c) would not apply.

Based on the discussion above, all three criteria are satisfied; therefore, the proposed rezone will not have a significant effect on the transportation system. Additionally, the transportation assessment performed as part of the City's TSP accounts for the proposed uses related to redevelopment of the property, therefore the proposed rezoning is consistent with the acknowledged transportation system plan.

## **Trip Generation Documentation**

Trip generation is the method used to estimate the number of vehicles that are added to the surrounding roadway network as a result of the proposed project. The trip generation for the proposed project was estimated using similar land uses as reported by the Institute of Transportation Engineers (ITE).<sup>2</sup>

Trip generation was calculated for the proposed ten dwelling units (ITE Land Use Code 210: Single Family Housing) as well as the existing dwelling unit (ITE Land Use Code 210) for the AM and PM peak hour, and daily trips.

As shown in Table 2 at the top of the next page, the net vehicle trips (proposed minus existing) expected to be added to the surrounding roadway network is 5 (1 in, 4 out) AM peak hour trips, 9 (5 in, 4 out) new PM peak hour trips, and 84 daily trips.

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<sup>1</sup> These tax lots are included in TAZ 118 in the Canby Small Community Model which assumed 124 existing households and 166 future households.

<sup>2</sup> Institute of Transportation Engineers (ITE) manual, Trip Generation, 9th Edition.



Table 2: Net Trip Generation Summary

| ITE Land Use   | ITE Code                             | Daily Trips | AM Peak Hour |          |          | PM Peak Hour |          |           |
|--|--------------------------------------|-------------|--------------|----------|----------|--------------|----------|-----------|
|  |                                      |             | IN           | OUT      | TOTAL    | IN           | OUT      | TOTAL     |
| <b>Proposed:</b> 10 Dwelling Units                   | 210 (Single Family Detached Housing) | 126         | 4            | 13       | 17       | 8            | 5        | 13        |
| <b>Existing:</b> 1 Dwelling Unit                     | 210 (Single Family Detached Housing) | 15          | 3            | 7        | 10       | 1            | 1        | 2         |
| <b>Net Vehicle Trips Added (Proposed – Existing)</b> |                                      | <b>111</b>  | <b>1</b>     | <b>6</b> | <b>7</b> | <b>7</b>     | <b>4</b> | <b>11</b> |



City of Canby  
 Planning Department  
 111 NW 2<sup>nd</sup> Avenue  
 PO Box 930  
 Canby, OR 97013  
 (503) 266-7001

# LAND USE APPLICATION

## ANNEXATION Process Type IV

**APPLICANT INFORMATION:** (Check ONE box below for designated contact person regarding this application)

Applicant Name: Paul DuPont Phone: 503-266-6233  
 Address: 21211 Olmstead Rd. NE Email: Paul@willametteplastics.com  
 City/State: Aurora, OR Zip: 97002

Representative Name: Rick Givens, Planning Consultant Phone: 503-479-0097  
 Address: 18680 Sunblaze Dr. Email: rickgivens@gmail.com  
 City/State: Oregon City, OR Zip: 97045

Property Owner Name: Paul DuPont Phone: 503-266-6233  
 Signature: *Paul DuPont*  
 Address: 21211 Olmstead Rd. NE Email: Paul@willametteplastics.com  
 City/State: Aurora, OR Zip: 97002

Property Owner Name: Susan DuPont Phone: 503-351-0525  
 Signature: *Susan DuPont*  
 Address: 21211 Olmstead Rd NE Email: sdupont99@aol.com  
 City/State: Aurora OR Zip: 97002

*NOTE: Property owners or contract purchasers are required to authorize the filing of this application and must sign above*

- All property owners represent they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.
- All property owners understand that they must meet all applicable Canby Municipal Code (CMC) regulations, including but not limited to CMC Chapter 16.49 Site and Design Review standards.
- All property owners hereby grant consent to the City of Canby and its officers, agents, employees, and/or independent contractors to enter the property identified herein to conduct any and all inspections that are considered appropriate by the City to process this application.

**PROPERTY & PROJECT INFORMATION:**

|  |                        |                                |
|--|------------------------|--------------------------------|
| <u>2525 NE Territorial Place</u>                     | <u>2 Acres</u>         | <u>31E27DB 200 &amp; 201</u>   |
| Street Address or Location of Subject Property       | Total Size of Property | Assessor Tax Lot Numbers       |
| <u>One single family home and shop building</u>      | <u>RRFF-5</u>          | <u>Low Density Residential</u> |
| Existing Use, Structures, Other Improvements on Site | Zoning                 | Comp Plan Designation          |

Annexation of the subject property plus Spitz Road and fronting portion of N. Territorial Road.

Describe the Proposed Development or Use of Subject Property

| STAFF USE ONLY |               |             |           |                   |
|----------------|---------------|-------------|-----------|-------------------|
| FILE #         | DATE RECEIVED | RECEIVED BY | RECEIPT # | DATE APP COMPLETE |
| ANN 18-01      | 2-12-18       | If          |           |                   |

& ZC 18-01



City of Canby  
Planning Department  
222 NE 2<sup>nd</sup> Avenue  
PO Box 930  
Canby, OR 97013  
(503) 266-7001

# LAND USE APPLICATION

## Zone Map Change Application

**APPLICANT INFORMATION:** (Check ONE box below for designated contact person regarding this application)

Applicant Name: Paul DuPont Phone: 503-266-6233  
Address: 21211 Olmstead Rd. NE Email: Paul@willametteplastics.com  
City/State: Aurora, OR Zip: 97002

Representative Name: Rick Givens Phone: 503-479-0097  
Address: 18680 Sunblaze Drive Email: rickgivens@gmail.com  
City/State: Oregon City, OR Zip: 97045

Property Owner Name(s)\*: Paul DuPont Phone: 503-266-6233

Signature: *Paul DuPont*  
Address: Same as applicant Email: *Paul@willametteplastics.com*  
City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

NOTE: Property owners or contract purchasers are required to authorize the filing of this application and must sign above

\* All property owners represent they have full legal capacity to and hereby do authorize the filing of this application and certify that the information and exhibits herewith submitted are true and correct.

**PROPERTY & PROJECT INFORMATION:**

2525 NE Territorial Place 2 Acres 31E27DB 200 & 201  
Street Address or Location of Subject Property Total Size of Assessor Tax Lot Numbers  
Property  
One single family home and shop building RRFF-5 LDR  
Existing Use, Structures, Other Improvements on Site Zoning Comp Plan Designation

The property is proposed to be annexed. No development will occur at this time, but a conceptual  
Brief description of proposed development or use  
plan for a future subdivision per City R-1 standards is attached.

| STAFF USE ONLY       |               |             |           |                   |
|----------------------|---------------|-------------|-----------|-------------------|
| FILE #               | DATE RECEIVED | RECEIVED BY | RECEIPT # | DATE APP COMPLETE |
| ZC 18-01 & ANN 18-01 | 2-12-18       | If          |           |                   |

Visit our website at: [www.canbyoregon.gov](http://www.canbyoregon.gov)  
Email Application to: [PlanningApps@canbyoregon.gov](mailto:PlanningApps@canbyoregon.gov)

# PROPOSED ANNEXATION

2125 NE TERRITORIAL PL

## NEIGHBORHOOD MEETING NOTES

A neighborhood meeting for the proposed annexation application for property located at 2125 NE Territorial Place was held at 6:45 pm on October 25, 2017 at Canby United Methodist Church. The applicant proposes the annexation of two tax lots: 200 and 201 on Clackamas County Assessor's Map 3 1E 27DB, plus the portion of the private street, Spitz Road, which runs along the eastern border of those properties. Rick Givens, planning consultant for the owner of the property, presented the proposal to the neighbors who attended the meeting.

Mr. Givens explained that the property in question is within the Urban Growth Boundary of the City of Canby and is planned for Low Density Residential development. He stated that the annexation of the property is all that is being proposed at this time, but that there would be a subsequent subdivision application filed at some point after the property is annexed. Mr. Givens used a display map composited from County Assessor's maps showing the subject property highlighted in yellow and the surrounding vicinity. Most of those in attendance were primarily interested in the future subdivision of the property. Mr. Givens handed out conceptual site plans for the future subdivision, but noted that the design may change when the application is actually filed. He also noted that, assuming the annexation is approved, there would be a separate neighborhood meeting held to present the subdivision application prior to the filing of that application.

Mr. Givens explained the land use process that would take place for the annexation proposal, noting that the neighborhood meeting was a required step that needed to take place before an annexation application could be filed with the City. He stated that the application was not complete yet, but would likely be filed within the next few weeks. He explained that there will be public hearings before the Planning Commission and City Council and that public testimony would be taken at both hearings before decisions were rendered. He noted that owners of properties within 500 feet of the proposed annexation will receive a notice of the hearings from the City, as would the neighborhood planning organization. Several audience members felt that 500 feet was not a sufficient notification area. Mr. Givens explained that was the code requirement and they would need to talk to City Planning if they wanted to request a greater radius.

Mr. Givens talked about how services are available to the property and that the existing house would be retained. He noted that Spitz Road is owned by the City and that the City of Canby will have to agree to the annexation of that property as it is a part of Tax Lot 1500, which is owned by the City for park purposes. He stated that the City Public Works staff were in favor of the future access to the subdivision lining up with Vine Street and showed how the conceptual plan would provide for an entrance there and that the road would then bend to the east to connect to the alignment of Spitz Road. The current entrance to Spitz Road would be gated and only accessible by City staff for maintenance purposes.

Comments from the audience were as follows:

1. Most of those in attendance were not in favor of the annexation and prefer the current rural character of that side of Territorial St. Mr. Givens stated that the property is planned for low density development and what is proposed is consistent with the City's comprehensive plan. Further, the owner has been paying property taxes that are based upon the property's future development potential and has a reasonable right to annex to the City and develop in a manner consistent with the Comprehensive Plan. He also explained that developing properties that are within the current UGB delays the time until the City will need to expand and convert more farm land to urban use.
2. There were concerns about traffic on the private drive area shown on the Assessor's Map as Territorial Place. The adjacent neighbor and others in attendance would like to see that area closed to traffic as it is not improved and is not suited for urban traffic. Mr. Givens said that the future subdivision application would support that proposal.
3. The owner of the adjacent property to the west was concerned about shading from future homes if they are two stories in height. She stated that she has an apple orchard near the property line and that the trees need the morning light.
4. There were concerns noted about whether existing trees along Territorial Road and Spitz Rd. would have to be removed. Mr. Givens said that it was likely that they would in order to comply with City road and sidewalk standards, but that the subdivision application would be the time to discuss those details.

Mr. Givens thanked those in attendance for coming and noted that they could contact him via phone or email if they have more questions or concerns. The meeting adjourned at approximately 7:30 pm.

NPS C

Clint + Tomi Coleman  
2114 N Vine St

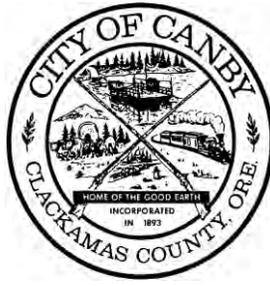
EMAIL

tandc@wbcable.net

Lauren Robertson 2135 NE TERRITORIAL PL, Canby, OR  
2GREENTHUMB@GMAIL.COM

Diane Morgan  
2073 N. Vine st.

diane.young.morgan@gmail.com



## **Pre-application Meeting**

**2125 NE Territorial Place  
August 31, 2016  
10:30 am**

### **Attended by:**

Hassan Ibrahim, Curran-McLeod Engineering, 503-684-3478  
Gary Stockwell, Canby Utility, Electric Dept, 503-263-4307  
Doug Quan, Canby Utility, Water Dept, 971-563-6314

Rick Givens, Planning Consultant for Owner, 503-479-0097  
Bryan Brown, Planning Department, 503-266-0702

*This document is for preliminary use only and is not a contractual document.*

### **PLANNING CONSULTANT FOR THE OWNER, Rick Givens**

- We would like to annex this property and this roadway into the city and build a proposed subdivision on the site. We understand it will be a two-step process by annexation and have the property change to an R-1 zone.
- We will have access from Spitz Road.
- Sewer will go up Spitz Road.
- Rick asked if there are any flood plain issues, I know there are problems west of here. Hassan said you can check with FEMA and see how they have this area as flood plain.
- Rick asked if anyone knew of a good place to hold the neighborhood meeting and the suggestions were the church adjacent to the property or the churches across 99E. Hope Village, Canby Adult Center or Thriftway's upstairs meeting room.

### **CANBY UTILITY, ELECTRIC DEPARTMENT, Gary Stockwell**

- We have conduits crossing NE Territorial Road and we will use them as the point of contact.
- Gary handed Rick a scope of work with a diagram.
- We will give you a cost estimate and we will design the route when the Planning Department has approved your design.
- You will supply the trenching, staking, grading and backfill. We bring in the conduits, vaults and transformers into the site.
- As far as the annexation goes the property is served by Portland General Electric (PGE) and upon development PGE will evaluate the facilities they are serving the property and what they are worth. Canby Utility will pay them a buyout fee, which we in turn attaches to your development fees. Upon annexation you are agreeing to be a Canby Utility customer and Rick stated right now there are overhead lines and Gary said correct. We will serve the project underground with the conduits we have in NE Territorial Road. Just for your information if any of PGE's poles are in conflict and they require a relocation it will be at the cost of the developer.

### **CANBY UTILITY, WATER DEPARTMENT, Doug Quan**

- There is a 14 inch ductile iron main on the other side of the road in NE Territorial Road. The development's water system is done by the developer to Canby Utility's specifications. You will have to trench across the street to our main and tap it.
- Are you planning on running the water main down Spitz Road? Rick said he thought so. Doug asked if the property to the west develops would N Vine Street continue over. Doug explained how N Vine Street would work and Rick asked if he wanted to do a cul-de-sac or try to make a looped system. Doug said he wants a loop to this system if N Vine Street came through and if Spitz was to become a road someday we could loop it all the way around the development. Discussion ensued. Rick said it looks like the property owner of tax lot 1500 is the city and Bryan said if it is the city's property we can make a new road, but there is the existing house issue and would you change their access? Rick said their preference would be to keep Spitz Road. Rick said we just need to trench over NE Territorial Road, provide a tap for an 8 inch line and Doug said 8 inch line is the minimum. We would inspect the entire water system as it is being installed to our specifications.

### **CURRAN-MCLEOD ENGINEERING, Hassan Ibrahim**

- This tax lot 1500 will need to be investigated about the easements and Rick said he would get a title company to investigate. Hassan said if you could do a couple of different options for the land, extend N Vine Street across and remove Spitz Road or enlarge Spitz Road to our standards. We would like to see the best option and Rick said what are your requirements and discussion ensued. Bryan said if we do a planter strip as our Transportation System Plan (TSP) states we would need a 50 ft right-of-way.
- As far as the annexation, we have an 8 inch sanitary sewer main available and it is approximately 10 to 12 ft deep located on the other side of NE Territorial Road.
- NE Territorial Road is a city street and we will require half-street improvements along the frontage with 10 ft of dedication. Currently we have 44 ft curb to curb and includes bike lanes, two travel lanes with a centerline. We have 4-1/2 ft curb tight sidewalks on the south side of NE Territorial Road and the planter is behind the sidewalk. Do we want them to go to the 6 ft sidewalk with a planter or continue with what we have? Bryan asked what do the other properties on the north side have and Hassan said in front of the church they have 5 ft sidewalk only. Discussion ensued. The consensus was to have a survey completed and decide on which way to go with the sidewalks.
- The spacing between a public road and a driveway is 150 ft and there could be a problem with the churches access and Spitz Road if it becomes a city street. Rick said he will get the information about the vacation order, which should be with tax lot 1500.
- Rick asked if we require storm detention and Hassan said no, you need to keep the storm water on your site, but if you build a new public road you will need to build a storm system to ours and DEQ's requirements.

### **CITY OF CANBY, PLANNING DEPARTMENT, Bryan Brown**

- Bryan discussed if Spitz Road does belong to the city and could we possibly swap land creating N Vine Street and give the developer Spitz Road. Discussion ensued. Bryan said Spitz Road should be annexed in and Rick said he will figure out the ownership and get back to Bryan. Hassan stated our current standards for a city street is 40 ft ROW and you will

need 20 ft for a half street improvement with a sidewalk and planter strip, but you would need to include at least another 6 ft for the sidewalks. Bryan said we need to decide which side we make a no parking side if we utilize Spitz Road.

- Bryan said we would need a designated agreement area, which includes all the properties in the vicinity. This means the city can require you to record a development agreement with any conditions we want to force you to comply with when you submit your subdivision application. Such as, we would like to have the public street here and we can state it in the agreement. Rick asked if all of these properties are required and Bryan said they are all required to do a development agreement. Rick said do we have to get there approval or do we submit it and Bryan said we have been allowing the individual properties within the area for annexation to do their own development agreement and it will impact the others adjacent to them when they come decide to annex and they will have to abide by it too.
- To answer your question on the timing issue, the annexation process is approximately 3 months and there are two things you have to do before you can make your application, you will need to hold a neighborhood meeting. Rick said we will need to send a notice to every neighbor within 500 ft and Bryan said yes. You will need to make a mailing list and send out the letter for the neighborhood meeting and also supply us with a mailing list with you application. When you send out the notice you will need to address it with one of the review criteria's like "Social Impacts of your Annexation on the Community in the Immediate Neighborhood. You will need to take minutes about information discussed and who attended.
- You will need to have a TPR analysis and I would strongly encourage you to have the city's traffic engineer do the TPR analysis. The state statute OAR 660-12-0060-9 requires a record of traffic generation findings consistent with our TSP for any zoning map changes and this annexation does include a zoning map change. You will be changing the zone by going from county to city and it changes the intensity of use and it is a TPR requirement. It is not a full traffic study and Rick said it will be a trip generation and Bryan said it will try to determine when we did our transportation plan was it accounting for the worst case scenario traffic when this property was to be developed. What the study will be for is to verify our TSP and our traffic engineers, DKS Associates are the ones who did our TSP and they know for sure in their modeling whether they included it for that property. You will need to submit \$1,000 deposit and if the TPR comes back under the \$1,000 we will refund you the difference.
- The next step will be a 15 day completeness review and then we schedule a public hearing. After that, 15 days later you will have a Planning Commission hearing, another 20 days a Council Hearing and then 2 weeks after that, there will be a 2<sup>nd</sup> reading from the Council on the annexation ordinance.
- The annexation fee is \$1850 for the first acre to annex and \$150 per additional per acre totaling \$3,617.50. We have a provision, which I accounted for the zoning and annexation applications and used the lowest cost form. Rick said he needed to address these zone change criteria as well and Bryan said there is one for the annexation and they are almost the same criteria.
- Just a reminder there is no vote of the people for annexations.
- If you submitted by September 12, you would be done with a decision notice sent out by December 14. I am trying to give you an idea of the time frame.

## Laney Fouse

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**From:** jlspillum@wbcable.net  
**Sent:** Wednesday, April 11, 2018 1:29 AM  
**To:** PublicComments  
**Subject:** Comments for Application: ANN 18-01/ZC 18-01 DuPont Annexation and Zone Change

To the City of Canby Planning Commission and City Council,

My name is Jay Spillum. I reside at 2121 NE Territorial Rd and also own 2033 NE Territorial place along with my Wife Laurel and two young daughters. The Eastern side of our property borders the proposed annexation. We have a number of concerns with the proposed annexation and development at 2125 NE Territorial Rd. We are worried about the increased activity, noise and traffic as well as the degradation of the peaceful country view that we have enjoyed and would prefer that the annexation and development did not go through. It is disappointing that these now all too common annexations and developments no longer come up for public vote as I believe many of them would be voted down. I feel we are not alone in thinking that Canby is growing too fast. The small town atmosphere is quickly disappearing so investors can simply make money. I assume the City makes money also...

Please take note of the following concerns and questions:

Mr. Rick Givens, Planning consultant for the property owner held a neighborhood meeting on Oct. 25, 2017 (We could not attend). He showed a map informing folks that 9 new single family houses were proposed to be built on the property, and that the existing home would remain (he kindly sent us the map after the meeting). In the meeting notes he sent us after the meeting, he writes "Mr. Givens handed out conceptual site plans for the future subdivision, but noted that the design may change when the application is actually filed". As to how much the design might change, we are quite worried and certainly hope that it does not include additional houses or other potentially unsavory edits. He also wrote that the property is "planned for Low Density Residential development"... hopefully it will stay low density if the development goes through. We would like to see the final plans when they are proposed. It was mentioned that residents within 500 ft of the proposed annexation were to have received notification of the meeting (how could that notification be verified?) Was 500 feet used by you (The City) when you sent out the notification letter I received recently. It seems like it should be a larger area than that.

We noticed that Mr. Given's letter mentioned that Spitz Rd. would be closed and gated at Territorial Road. I am concerned about where visitors accessing the trailhead to the Park are going to enter and park their vehicles. Will they still only be able to park in front of the yellow gate at the trailhead? I am extremely concerned about increased traffic potential on NE Territorial Place which is on the Northwestern border of my property. My children play and ride bikes in that area and their safety is very important to me. We do not want people accessing the park trail by driving through, parking on and or along, or walking in droves along NE Territorial place. We are also concerned that the new residents on the Northern end of the proposed development might tend to cut through to NE Territorial Road (West bound) by zooming along NE Territorial Place to get there (or the opposite when heading home). We would like to see NE Territorial Place gated off and closed to the public in some manner. If a gate is placed on the Easterly end of NE Territorial Place (possibly at the border of neighbors Greg and Lauren Penner's property and the development), signs should be placed at the intersection of Territorial road and NE Territorial Place (Westerly end) notifying the public of the closure and that there is no park access, no parking, private access only or similar. There may be a dead end sign on it already. A gate on the Western end might eventually be a needed possibility to be used at landowner discretion if it is determined that the warning signs were being ignored. Any help in these endeavors would be greatly appreciated should the development go through.

We would like to know if there are any plans for a 6 ft. wooden fence along the border of the development and our property as well as along our neighbors property. This might help maintain the level of privacy to some extent. Many vehicles would be coming and going along the new road (N. Vine?) with drivers gawking into our yards. Other general homeowner activities would be somewhat dampened by a fence along the whole Western side of the development, and the installation of a fence would be greatly appreciated if the development succeeds. We would also be interested in knowing which way drainage from the new road (N. Vine?) would go.

Thank you for your consideration of our needs, questions and concerns with the proposed development. We really hope that we can work together to keep the area we live in along the already far too busy Territorial Road as pleasantly inhabitable as possible. Please know that we did not ask for this development, and have dreaded the possibility for some time. We would like it to have as minimal an impact as possible if it does indeed go through.

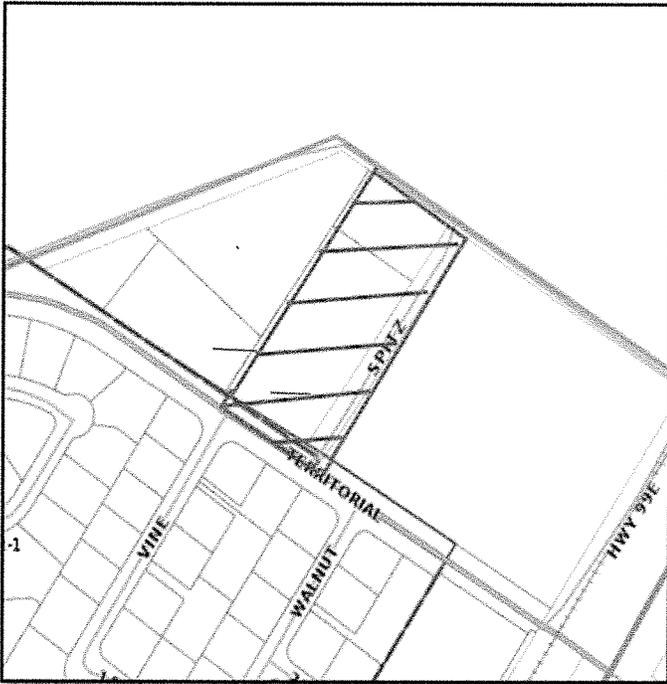
Sincerely,  
Jay and Laurel Spillum and children.



# City of Canby

PUBLIC HEARING NOTICE &  
REQUEST FOR COMMENTS FORM  
City File No.: ANN 18-01/ZC 18-01  
Project Name: DUPONT, ANNEXATION, & ZONE  
CHANGE  
PUBLIC HEARING DATES: PC—April 23, 2018,  
CC – May 16, 2018

The purpose of this Notice is to invite you to the Planning Commission and City Council Public Hearings and to request your written comments regarding Annexation and Zoning Map Amendment applications (ANN 18-01/ZC 18-01). Applicant proposes to annex and re-zone in accordance with the Canby Comprehensive Plan, properties located in an unincorporated area of Clackamas County on the north side of NE Territorial Road approximately 660 feet west of State Highway 99E and extending north to border on Willamette Wayside Park. Both Public Hearings will be held in the Council Chambers, at 222 NE 2<sup>nd</sup> Ave, Canby, OR 97013. *The Planning Commission will meet at 7:00 PM, April 23, 2018. The City Council will meet at 7:30 PM, May 16, 2018.*



**Location:** 2125 NE Territorial Rd, No Situs (Tax lot 00201), and .20 acre of NE Territorial Road R.O.W. (See properties hatched in red on map at left).

**Tax Lots:** Tax Lots 31E27DB00200, 31E27DB00201, and portion of 31E27AD01500.

**Lot Size & Zoning:** 2.64 acres, zoned Clackamas County: Rural Residential Farm Forest-5 Acre (RRFF-5)

**Property Owners:** Paul M. and Susan E. DuPont (Tax lots 200 & 201) City of Canby (Portion of Tax lot 1500)

**Application Type:** Annexation & Zone Map Amendment (Type IV)

**City File Number:** ANN 18-01/ZC 18-01

**Contact:** Bryan Brown, Planning Director at 503-266-0702

**Comments Due** – If you would like your comments to be incorporated into the City's Staff Report, please return the Comment Form by April 11, 2018 for the Planning Commission Meeting and by May 4, 2018 for the City Council meeting. Written and oral comments can also be submitted up to the time of the Public Hearings and may also be delivered in person during the Public Hearings.

**What is the Decision Process?** The Planning Commission

will consider the Annexation/Zoning Map Amendment applications to annex and zone property located in the a Development Agreement Area pursuant Figure 16.84.040 of the annexation code and make a recommendation to the City Council. The City Council will then consider the Annexation/Zoning Map Amendment applications and make a final decision on the annexation, and this property annexation does not require approval by the Canby electorate (Senate Bill 1573).

**Where can I send my comments?** Written and oral comments can be submitted up to the time of the Public Hearings and may also be delivered in person during the Public Hearings. Prior to the Public Hearings comments may be mailed to the Canby Planning Department, P O Box 930, Canby, OR 97013; delivered in person to 222 NE 2<sup>nd</sup> Ave; or emailed to [PublicComments@canbyoregon.gov](mailto:PublicComments@canbyoregon.gov).

**How can I review the documents and staff report?** Weekdays from 8 AM to 5 PM at the Canby Planning Department. The staff report will be available for inspection starting April 13, 2018 and can be viewed on the City's website: [www.canbyoregon.gov](http://www.canbyoregon.gov). Copies are available at \$0.25 per page or can be emailed to you upon request.

#### Applicable Canby Municipal Code Chapters:

- 16.16 R-1 Low Density Residential Zone
- 16.54 Amendments to Zoning Map
- 16.24 Annexations
- 16.89 Application & Review Procedures
- Clackamas County/City of Canby Urban Growth Management Agreement
- State Statutes – ORS 195.065 and 282
- Canby Comprehensive Plans

*Please Note:* Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the board based on that issue.

## CITY OF CANBY –COMMENT FORM

If you are unable to attend the Public Hearings, you may submit written comments on this form or in a letter. Please send comments to the City of Canby Planning Department:

**By mail:** Planning Department, PO Box 930, Canby, OR 97013  
**In person:** Planning Department at 222 NE Second Street  
**E-mail:** [PublicComments@canbyoregon.gov](mailto:PublicComments@canbyoregon.gov)

Written comments to be included in Planning Commission packet are due by April 11, 2018.

Written comments to be included in City Council packet are due by May 4, 2018.

Written and oral comments can be submitted up to the time of the Public Hearings and may also be delivered in person during the Public Hearings.

***Application: ANN 18-01/ZC 18-01 DuPont Annexation and Zone Change***

### **COMMENTS:**

1. Adequate sanitary sewer capacity is available and will be extended from NE Territorial Rd to the development by the developer.
2. All private storm drainage shall be disposed on-site.
3. Half street Improvements to collector street standards will be required along the entire site frontage with NE Territorial Rd. Additionally, 10' right of way dedication is required.
4. All the interior streets shall be constructed by the developer to local street standards as per the City TSP.
5. Access to lots 7 and 8 shall have a concrete commercial driveway approach.
6. The existing house shall be connected to sanitary sewer and SDC shall be paid to the City. Septic tank shall be abandoned in conformance with DEQ and Clackamas County requirements.
7. Sprite Way shall be dedicated as a City local street.

**CITIZEN NAME:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**ORGANIZATION/BUSINESS/AGENCY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE # (optional):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PLEASE EMAIL COMMENTS TO**  
[PublicComments@canbyoregon.gov](mailto:PublicComments@canbyoregon.gov)

***AGENCIES: Please check one box and fill in your Name/Agency/Date below:***

- Adequate Public Services (of your agency) are available
- Adequate Public Services will become available through the development
- Conditions are needed, as indicated
- Adequate public services are not available and will not become available
- No Comments

**NAME:** Hassan Ibrahim \_\_\_\_\_

**AGENCY:** Curran-McLeod Consulting Engineers, Inc. \_\_\_\_\_

**DATE:** April 10, 2018 \_\_\_\_\_

**Thank you!**

*City of Canby, Canby Planning Department, 222 NE 2<sup>nd</sup> Ave, Canby 97013, 503-266-7001*

## ORDINANCE NO. 1483

**AN ORDINANCE, PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON 2.64 ACRES INCLUDING 2.0 ACRES OF REAL PROPERTY DESCRIBED AS TAX LOTS 200 AND 201 OF PORTION OF SE ¼, SEC. 27, T.3S., R.1E., W.M. (TAX MAP 31E27DB); AND APPROX. 0.20 ACRES OF ADJACENT NE TERRITORIAL ROAD RIGHT-OF-WAY AND APPROX. 0.44 ACRES) OF PART OF TAX LOT 1500 (TAX MAP 31E27AD) KNOWN AS SPITZ ROAD WHICH IS VACATED COUNTY ROADWAY NOW OWNED BY THE CITY OF CANBY; AND AMENDING THE EXISTING COUNTY ZONING FROM RURAL RESIDENTIAL FARM FOREST FIVE ACRE (RRFF-5) TO CITY LOW DENSITY RESIDENTIAL (R-1) FOR THE ENTIRE AREA; AND SETTING THE BOUNDARIES OF THE PROPERTY TO BE INCLUDED WITHIN THE CANBY CITY LIMITS.**

**WHEREAS**, on March 16, 2018, at a public hearing the City Council of the City of Canby approved by a vote of \_\_\_\_ to \_\_\_\_, Annexation (ANN/ZC 18-01) which called for the annexation of 2.64 acres into the City of Canby. The applicant is Paul DuPont and owner of Tax Lot 200 and 201 of Tax Map 31E27DB. A complete legal description and survey map of the applicant's tax lots and adjacent Territorial Road right-of-way abutting along the south and adjacent City owned property known as Spitz Road abutting along the east delineates the property to be annexed and is attached hereto as Exhibit A & B respectively and by this reference are incorporated herein; and

**WHEREAS**, Pursuant to CMC 16.84.080, the City must proclaim by ordinance or resolution, the annexation of said property into the City and set the boundaries of the property by legal description; and

**WHEREAS**, the zoning of the annexed land shall be designated as R-1 Low Density Residential to conform with the Canby Comprehensive Plan Map, and such zoning shall be indicated on the official zoning map for the City of Canby; and

**WHEREAS**, an application was filed with the City by the applicant listed above to change the zoning of two parcels as indicated herein along with the adjacent road right-of-way and City owned vacated right-of-way where the applicable R-1 zoning will also apply; and

**WHEREAS**, a public hearing was conducted by the Canby Planning Commission on April 23, 2018 after public notices were mailed, posted and published in the Canby Herald, as required by law; and

**WHEREAS**, the Canby Planning Commission heard and considered testimony regarding the annexation and accompanying zone change required for annexations by Figure 16.84.040 of Chapter 16.84 of the Land Development and Planning Ordinance at the public hearing and at the conclusion of the public hearing; the Planning Commission voted to recommend that the City Council approve the applications.

The Planning Commission written Findings, Conclusions and Order was approved with acknowledgement an accompanying Annexation Development Agreement to memorialize provisions to apply to the eventual residential development subdivision to be submitted for future development of the property; and

**WHEREAS**, the Canby City Council considered the matter and the recommendation of the Planning Commission following a public hearing held at its regular meeting on May 16, 2018; and

**WHEREAS**, the Canby City Council, after considering the applicant's submittal, the staff report, the Planning Commission's hearing record and their recommendation documented in their written Findings, Conclusions and Order and the Annexation Development Agreement, and after conducting its own public hearing; voted to approve the annexation and associated zoning designation for the properties and the Annexation Development Agreement; and

**WHEREAS**, the written Findings, Conclusions and Order of the Council action is to be approved by the City Council at the next regular Council meeting on June 6, 2018.

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

Section 1. It is hereby proclaimed by the City Council of Canby that 2.64 acres of property described, set, and shown in Exhibit A & B and attached hereto, is annexed into the corporate limits of the City of Canby, Oregon.

Section 2. The annexed land shall be rezoned from the county Rural Residential Farm Forest (RRFF-5) to city Low Density Residential (R-1) as reflected on the Canby's Comprehensive Plan Map and as indicated by Tax Lot and legal description in this Ordinance. The Mayor, attested by the City Recorder, is hereby authorized and directed to have the zone change made to the official zoning map for the City of Canby.

Section 3. The City Council hereby approves the Development Agreement by and between the City of Canby and Paul DuPont, attached as Exhibit "C", an as-yet-unexecuted draft copy of which is attached hereto this ordinance for which the City Administrator is hereby authorized and directed to sign the final Development Agreement at which time "Dupont" is hereby authorized to record the signed Development Agreement with the official records of Clackamas County within seven (7) calendar days from the 2<sup>nd</sup> reading of this ordinance.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 16, 2018; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 6, 2018, after the hour of 7:30 PM at the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on June 6, 2018 by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

# EXHIBIT A



## CENTERLINE CONCEPTS LAND SURVEYING, INC.

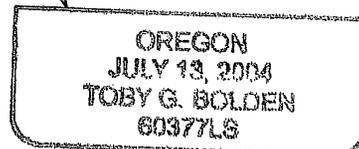
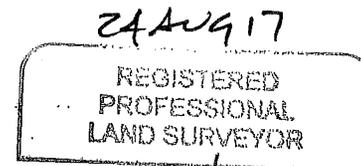
19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

### **Annexation Description**

A tract of land located in the southeast one-quarter of Section 27, Township 3 South, Range 1 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

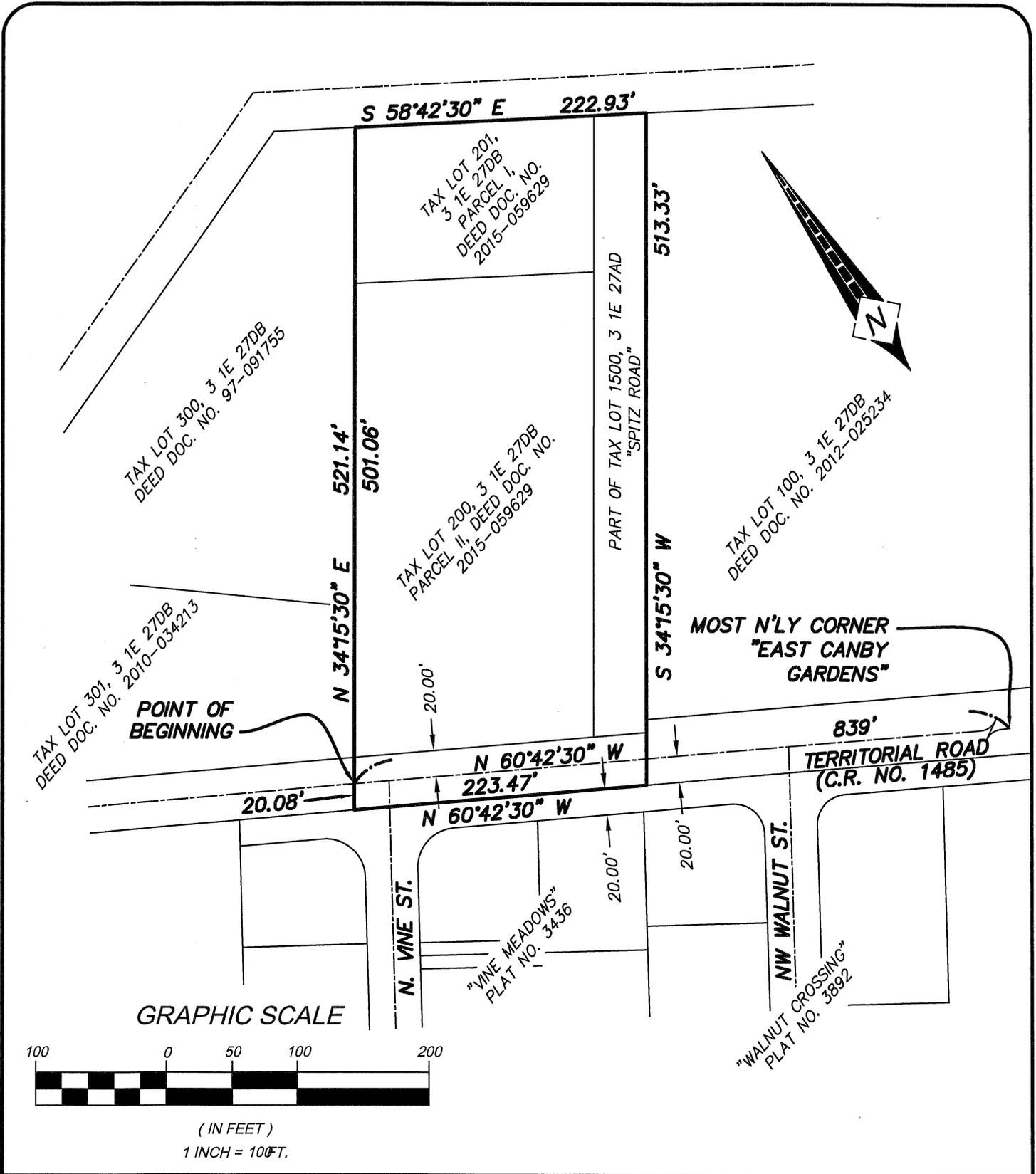
**BEGINNING** at a point on the centerline of Territorial Road, aka County Road No. 1485 (a 40.00 foot wide right of way), being North 60°42'30" West, 839 feet from the most northerly corner of the plat of "East Canby Gardens", Plat No. 436, Clackamas County Plat Records, thence, along the southeasterly line of that tract of land conveyed by deed recorded as Document No. 2010-034213, and continuing along the southeasterly line of that tract of land conveyed by deed recorded as Document No. 97-091755, Clackamas County Deed Records, North 34°15'30" East, 501.06 feet to the northeast corner of that tract of land described as Parcel I in deed recorded as Document No. 2015-059629, Clackamas County Deed Records; thence, along the northeasterly line of said deed Document No. 2015-059629, and the southeasterly extension thereof, South 58°42'30" East, 222.93 feet to the northwesterly line of that tract of land conveyed by deed recorded as Document No. 2012-025234, Clackamas County Deed Records; thence, along said northwesterly line, South 34°15'30" West, 513.33 feet to the northeast line of the plat of "Walnut Crossing", Plat No. 3892, Clackamas County Plat Records, being 20.00 feet southwesterly of the centerline of said Territorial Road; thence, along the northeast line of said plat of "Walnut Crossing", and continuing along the northeast line of the plat of "Vine Meadows", Plat No. 3436, Clackamas County Plat Records, North 60°42'30" West, 223.47 feet; thence North 34°15'30" East, 20.08 feet to the centerline of said Territorial Road and the **POINT OF BEGINNING**.

Containing 115,154 square feet, more or less



RENEWS: 31 DEC 17

# EXHIBIT B



CLIENT: PAUL DUPONT  
 ORIG. DATE: 23AUG17  
 DRAWN BY: TGB  
 Scale: 1" = 100'

**PROPOSED ANNEXATION**  
**TAX LOTS 200 AND 201, 3 1E 27DB**  
**AND PART OF TAX LOT 1500, 3 1E 27AD**  
 NE 1/4 & SE 1/4 SEC 27, T3S R1E, WM, CLACKAMAS COUNTY, OR

**CENTERLINE CONCEPTS**  
 LAND SURVEYING, INC.  
 19376 MOLALLA AVE., SUITE 120  
 OREGON CITY, OREGON 97045  
 PHONE 503.650.0188 FAX 503.650.0189

## ORDINANCE 1483 EXHIBIT C

AFTER RECORDING RETURN TO:  
City of Canby  
P O Box 930  
Canby OR 97013

UNTIL REQUESTED OTHERWISE,  
SEND TAX STATEMENTS TO:  
Paul DuPont  
21211 Olmstead Rd. NE  
Aurora, OR 97002

### DEVELOPMENT AGREEMENT (ANNEXATION)

#### RECITALS:

1. Paul DuPont hereinafter referred to as "DUPONT", owns real property commonly described as 2525 NE Territorial Place, Canby, OR 97013 and more particularly described in the attached Exhibit A and depicted on a survey attached as Exhibit B.
2. The City of Canby, hereinafter referred to as "CANBY", is an Oregon municipal corporation.
3. The property described in Exhibit A and depicted on Exhibit B is located within the boundaries of a designated annexation "Development Agreement Area" as shown on the City of Canby Annexation Development Map (City of Canby Municipal Code Title 16, Figure 16.84.040).
4. CANBY procedures for annexation specify the Planning Commission shall conduct a public hearing to review any proposed annexations and determine the appropriate zoning designation upon annexation. The Planning Commission shall furnish its recommendation concerning annexation and assigned zoning to the City Council. The City Council will determine whether the applicable standards and criteria of Canby Municipal Code 16.84.040 are met and will determine appropriate zoning for the property based on the criteria set forth in the Canby Municipal Code 16.54.040.
5. The purpose of this Annexation Development Agreement is to satisfy the requirements of Canby Municipal Code 16.84.040 including providing adequate public information and information evaluating the physical, environmental, and related social effects of a proposed annexation. The proposed annexation does not require the statutory development agreement of ORS 94.504 et seq.

NOW, THEREFORE, it is hereby agreed:

#### I. CANBY MUNICIPAL CODE 16.84.040 APPLICABLE PROVISIONS.

A. Timing of the submittal of an application for zoning. Concurrent with review of this Agreement, the Council shall consider DUPONT'S annexation application and

requests that, upon approval of the annexation by the City Council, the property described in Exhibit A shall be zoned R-1. This approach will insure that the development agreement as well as the annexation and zone change approvals are consistent with City Code 16.84.

B. Scope of annexation request. In addition to the property owned by DUPONT and described in Exhibit A, DUPONT'S annexation application shall include the northern portion of the NE Territorial Road, County Road No. 1485, right-of-way that is presently outside of the city limits and adjacent to the DUPONT property. The northern portion of the NE Territorial Road right-of-way shall be as described in Exhibit A and depicted on Exhibit B. DUPONT agrees to dedicate street right-of-way for NE Territorial Road to meet the standards of the City of Canby with future land use actions on the property as part of the development approval process.

C. Timing for Recording. DUPONT shall have seven (7) calendar days from the date the City Council takes final action approving this Agreement, the annexation, the zone change request, to record this Agreement. A condition of approval will be attached to the annexation and zone change approval imposing this requirement.

D. Dedication of land for future public facilities including park and open space land. At the time of development, DUPONT agrees to dedicate street right-of-way for NE Territorial Road, N. Vine Street and for other streets being created inside the property to the standards of the City of Canby and to satisfy CANBY'S parkland dedication obligation through payment of the City's park system development charge.

E. Street construction/layouts, utilities, right of ways/dedications, and lots. At the time of development, City required public street improvements will be constructed to Canby Municipal Code specifications by DUPONT. Specifically, DUPONT agrees to improve the northern one-half of the NE Territorial Road right-of-way along the frontage of the property. Additionally, DUPONT will construct the 40 foot strip of land presently called Spitz Road. This strip of land is owned by the City of Canby and the City agrees to dedicate it as street right-of-way. DUPONT will also be responsible for the dedication and construction of new street within DUPONT'S property to Canby Municipal Code specification. Street cross section layouts, public utilities, franchise utilities, and right-of-way-widths/associated dedications will be determined at the time of development in conformance with the Canby Municipal Code and Canby Public Works Design Standards. The submitted Conceptual Site Plan A, dated January, 2018, in conjunction with the ANN/ZC 18-01 applications is for general reference only and is non-binding. Lot sizes and layouts will be determined at the time of development and are contingent upon street cross sections and right-of-way widths.

F. Utility availability. At the time of development, DUPONT agrees to ensure that utilities and infrastructure are available to serve the property described in Exhibit A at densities currently authorized in the R-1 zone. To the extent that additional utility or service infrastructure is required to serve the property in the future, DUPONT agrees to provide those utilities and services in a way that is commensurate with the impacts from development and consistent with the City's Code. DUPONT also agrees to allow connection to DUPONT's constructed public facilities by adjacent property owners.

G. Water and Sewer. At the time of development, DUPONT agrees to install public waterlines in all new or extended public streets and sewer lines in new City streets as is needed to serve the development. CANBY agrees that DUPONT can connect to the public water system and that DUPONT can connect the existing public sanitary sewer. CANBY agrees that no new sewer main is needed in NE Territorial Road along the frontage of the DUPONT parcel.

H. Waiver of compensation claims. DUPONT waives compensation or waiver of land use regulations as provided in ORS 195.300 and 195.336, as well as Measure 49, resulting from annexation and the concurrent zone change approval.

I. Rough proportionality of future exactions. To the extent that this agreement identifies right-of-way dedication, utility or service obligations, these obligations are necessary and will be limited to an amount necessary to serve this development based on the proposed development application as well as on the uses and densities permitted in the R-1 zone.

J. Other commitments deemed valuable to the City of Canby. DUPONT agrees any future development will meet the requirements of the adopted CANBY Municipal Code in effect at the time of development.

## II. OTHER CONSIDERATIONS.

A. Duration. This Agreement shall be effective upon CANBY, acting by and through its city council, approving this Agreement and upon its recording with the Clackamas County Recording Office. As used herein, "approval" means the granting of the approval and the expiration of the period of appeal, or if appeal is filed, the resolution of that appeal. This Agreement shall continue in effect for a period of eight (8) years after its effective date unless cancelled as provided in Section II, C below

B. Recording. Within seven (7) calendar days after the City Council makes a final decision approving ANN/ZC 18-01, DUPONT shall record this agreement with the Clackamas County Recorder's Office and provide a copy of the recorded agreement to the City Attorney.

C. Cancellation. This Development Agreement shall not be cancelled.

D. Modification. This Agreement may be modified, amended, or extended upon the mutual consent of DUPONT and CANBY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Paul DuPont

CITY OF CANBY, OREGON

By: \_\_\_\_\_  
Richard W. Robinson, City Administrator

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Joseph Lindsay, City Attorney

Dated: \_\_\_\_\_

**APPROVED BY ACTION OF CITY COUNCIL ON JUNE 6, 2018 BY CITY COUNCIL  
ORDINANCE NO. 1483.**

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        ) \_\_\_\_\_, 2018

Personally appeared before me, PAUL DUPONT, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )

) ss.

County of Clackamas )

\_\_\_\_\_, 2018

Personally appeared before me, RICHARD W. ROBINSON, as the City Administrator of the City of Canby, Oregon.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

EXHIBIT A



19376 Molalla Avenue, Ste. 120, Oregon City, OR 97045  
P. 503-650-0188 F. 503-650-0189

***Annexation Description***

A tract of land located in the southeast one-quarter of Section 27, Township 3 South, Range 1 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

**BEGINNING** at a point on the centerline of Territorial Road, aka County Road No. 1485 (a 40.00 foot wide right of way), being North 60°42'30" West, 839 feet from the most northerly corner of the plat of "East Canby Gardens", Plat No. 436, Clackamas County Plat Records, thence, along the southeasterly line of that tract of land conveyed by deed recorded as Document No. 2010-034213, and continuing along the southeasterly line of that tract of land conveyed by deed recorded as Document No. 97-091755, Clackamas County Deed Records, North 34°15'30" East, 501.06 feet to the northeast corner of that tract of land described as Parcel I in deed recorded as Document No. 2015-059629, Clackamas County Deed Records; thence, along the northeasterly line of said deed Document No. 2015-059629, and the southeasterly extension thereof, South 58°42'30" East, 222.93 feet to the northwesterly line of that tract of land conveyed by deed recorded as Document No. 2012-025234, Clackamas County Deed Records; thence, along said northwesterly line, South 34°15'30" West, 513.33 feet to the northeast line of the plat of "Walnut Crossing", Plat No. 3892, Clackamas County Plat Records, being 20.00 feet southwesterly of the centerline of said Territorial Road; thence, along the northeast line of said plat of "Walnut Crossing", and continuing along the northeast line of the plat of "Vine Meadows", Plat No. 3436, Clackamas County Plat Records, North 60°42'30" West, 223.47 feet; thence North 34°15'30" East, 20.08 feet to the centerline of said Territorial Road and the **POINT OF BEGINNING**.

Containing 115,154 square feet, more or less

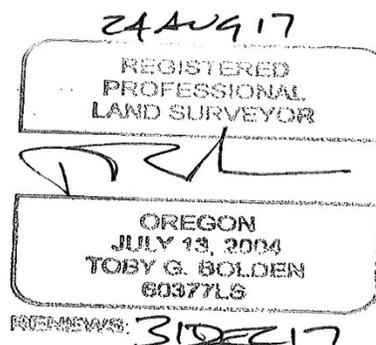
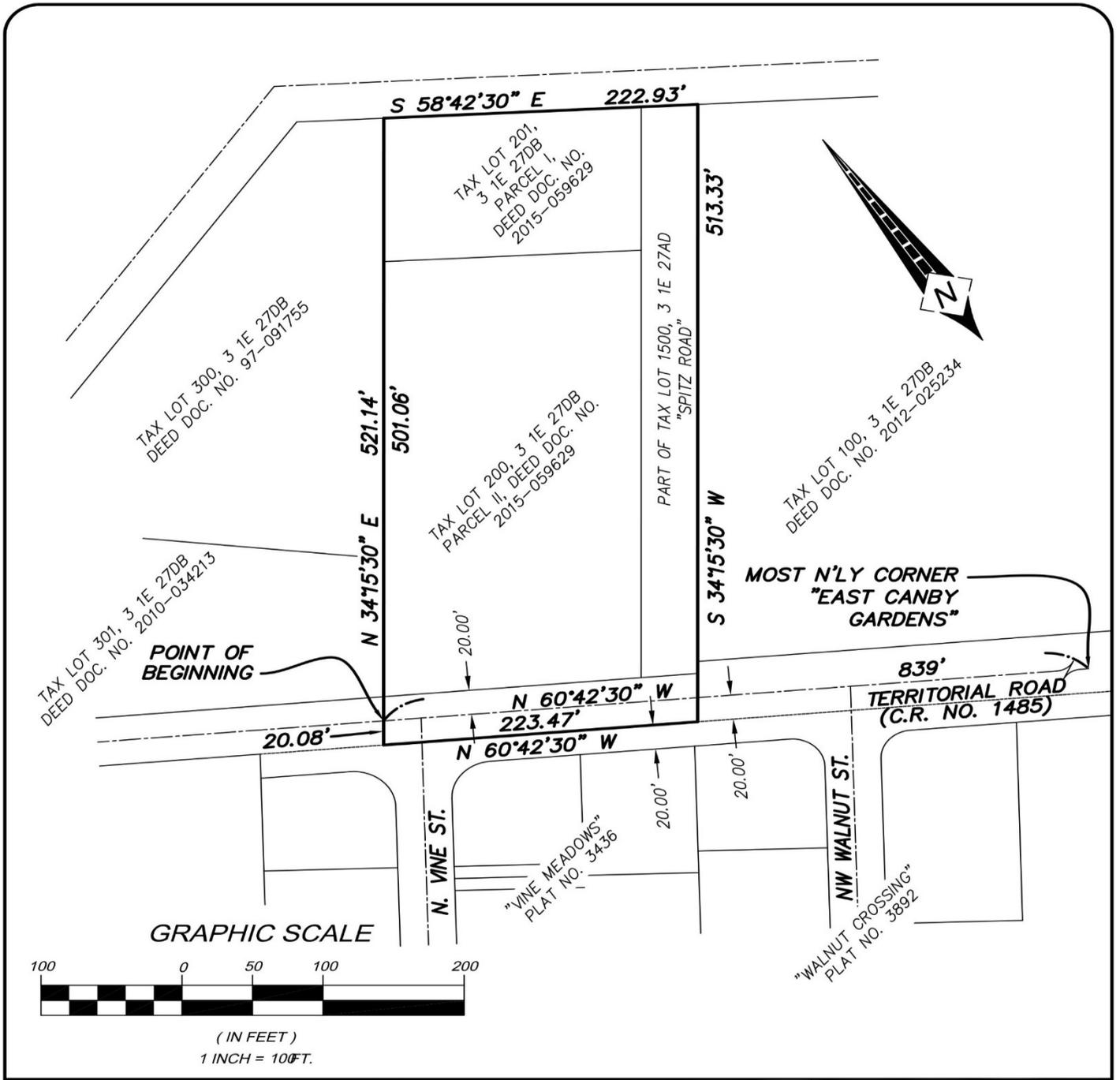


EXHIBIT B



CLIENT: PAUL DUPONT  
 ORIG. DATE: 23AUG17  
 DRAWN BY: TGB  
 Scale: 1" = 100'

**PROPOSED ANNEXATION**  
**TAX LOTS 200 AND 201, 3 1E 27DB**  
**AND PART OF TAX LOT 1500, 3 1E 27AD**  
 NE 1/4 & SE 1/4 SEC 27, T3S R1E, WM, CLACKAMAS COUNTY, OR

**CENTERLINE CONCEPTS**  
 LAND SURVEYING, INC.  
 19376 MOLALLA AVE., SUITE 120  
 OREGON CITY, OREGON 97045  
 PHONE 503.650.0188 FAX 503.650.0189

Plotted: 8/24/2017 - 5:36pm, M: \PROJECTS\DUPONT-TERRITORIAL\dwg\ANNEX.dwg, Layout: Model

**ORDINANCE NO. 1475**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE THREE (3) VEHICLES FOR CANBY AREA TRANSIT FROM CREATIVE BUS SALES OF CANBY, OREGON.**

**WHEREAS**, the City of Canby/Canby Area Transit (CAT) wish to purchase two (1) 20 passenger, 28' Arboc Spirit of Mobility accessible transit vehicles; and one (2) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle; and

**WHEREAS**, based on Federal Transit Administration useful life standards bus #20017 (VIN 1GBE4V1999F407205), bus # 20018 (VIN 1GB9G5A68A1121989) and bus # 20019 (VIN 1GB9G5A65A1122100) have exceeded these standards; and

**WHEREAS**, the Federal programs (49 U.S.C. 5310) provides capital assistance for the purpose of supporting public transportation; and

**WHEREAS**, CAT received grant contract no. 31468 from ODOT – Rail and Public Transit Division for \$125,622 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase one (1) replacement vehicle; and

**WHEREAS**, CAT received grant contract no. 17-0814 from TriMet for \$14,378 in ODOT Special Transportation Funds (STF) to provide the 10.27% matching funds to purchase one (1) of the replacement vehicles; and

**WHEREAS**, CAT received grant contract no. 32167 from ODOT – Rail and Public Transit Division for \$236,887 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase two (2) replacement vehicles; and

**WHEREAS**, the grant and matching funds for the proposed purchase of vehicles are included in the proposed budget for fiscal year 2018/19 for the City of Canby; and

**WHEREAS**, the purchase will comply with ORS 279.820 - 279.855 and will be made utilizing Statewide Price Agreement number 4757 which was approved under Solicitation #102-2041-14 establishing multiple award price agreements for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) to purchase American Disabilities Act (ADA) transit vehicles; and

**WHEREAS**, in accordance with granting agency requirements all Oregon Cooperative Purchasing Program vendors who offer vehicles that meet CAT's specifications received a copy of CAT's Request For Quote issued on March 21,2018; and

**WHEREAS**, Oregon Cooperative Purchasing Program vendors offering appropriate vehicles responded by April 13, 2018. One vendor provided a quote for the 20 passenger vehicle and two vendors provided quotes for the (2) two 16 passenger vehicles; one vendor declined to provide any quotes and one vendor declined to provide a quote for the 20 passenger vehicle; and

**WHEREAS**, to comply with granting agency requirements the quotes may be evaluated by either lowest cost or best value. Quotes for both 20 passenger and 16 passenger vehicles were compared and evaluated based on a best value criterion; and

**WHEREAS**, the granting agency (ODOT Rail and Public Transit Division) has reviewed and approved the comparison, evaluation and selection of the best value determination; and

**WHEREAS**, the quote from Creative Bus Sales of Chino California was selected for both the 20 passenger and 16 passenger vehicles; and

**WHEREAS**, Creative Bus Sales of Chino California has supplied a quote under Price Agreement 4757 for one (1) Arboc Spirit of Mobility/Chevrolet accessible 20 passenger vehicles with 3 wheelchair stations in the amount of \$142,145 each, including scheduled options; and

**WHEREAS**, Creative Bus Sales of Chino California has supplied a quote under Price Agreement 4757 for two (2) Arboc Spirit of Mobility/Chevrolet accessible 16 passenger vehicle with 4 wheelchair stations in the amount of \$137,943 each, including scheduled options; and

**WHEREAS**, In accordance with Statewide Price Agreement 4757 all Purchase Orders accepted by Creative Bus Sales shall create a separate Contract between parties. The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Orders and believes it to be in the best interest of the City to submit such Purchase Orders for the three (3) vehicle purchases to Creative Bus Sales.

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

1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, two appropriate Purchase Orders (contracts) with Creative Bus Sales:

- One Purchase Order for one (1) 20 passenger, 28' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred forty-two thousand, one hundred forty-five dollars (\$142,145); and

- One Purchase Order for two (2) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-seven thousand, nine hundred forty-three dollars (\$137,943) each.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 16<sup>th</sup> day of May 2018 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

**ATTEST:**

---

Kimberly Scheafer, MMC  
City Recorder

**ORDINANCE NO. 1476**

**AN ORDINANCE ESTABLISHING CRIMINAL HISTORY RECORD CHECK POLICIES CONCERNING APPLICANTS FOR EMPLOYMENT, APPOINTED VOLUNTEERS, CONTRACTORS AND THOSE EMPLOYED BY CONTRACTORS WITH THE CITY; AND REPEALING ORDINANCE 1224**

**WHEREAS**, the City Council adopted Ordinance 1224 on October 18, 2006 which required criminal history record checks on all City volunteers and prospective City employees; and

**WHEREAS**, the City has a duty to maintain integrity, security, and protocol compliance when accessing FBI Criminal Justice Information (CJI) and any system connected to FBI CJI; and

**WHEREAS**, when such information is required to perform necessary business practices, the City is responsible for its correct use and dissemination; and

**WHEREAS**, for the purpose of meeting Federal and State guidelines, Ordinance 1224 is being repealed to ensure compliance; and

**WHEREAS**, The Canby Police Department will serve as the point-of-contact for the City of Canby for matters relating to the access and distribution of criminal justice information; and

**WHEREAS**, ORS 181.555(1) AND OAR 257-010-0025(1)(b) establish procedures for access to criminal conviction record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS); and

**WHEREAS**, OAR 257-0015-0060(2)(a) allows agencies authorized by OSP to access Computerized Criminal History records via LEDS; and

**WHEREAS**, pursuant to OAR 257-010-015(11) the Canby Police Department is a criminal justice agency authorized to access Oregon State Police computerized criminal history information via the Law Enforcement Data System(LEDS); and

**WHEREAS**, the City Council finds it in the City's best interest both financially and for efficiency of time to have the City Police department complete criminal and driving history record checks for finalists for positions in all departments at the City, volunteers, contractors and employees of contractors with the City; and

**WHEREAS**, it is in the City's best interest to review criminal history information for all City volunteers and prospective employees to ensure that said volunteers and prospective employees have not committed crimes that pose a threat to the public or its resources; and

**WHEREAS**, the City Council finds that in order to proceed in accomplishing the Ordinance 1476

above the City Council must adopt an Ordinance directing the Police department to do this per the State Law Enforcement Data System (LEDS regulations).

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

Section 1. Citizens employed or volunteering for the City of Canby will have a criminal history check conducted by the Police department through the Law Enforcement Data System (LEDS) to ensure selected individuals have the highest degree of citizen trust and confidence.

Section 2. All proceedings pursuant to this Ordinance shall be conducted in accordance with ORS 181.555 and OAR 257-010-025 which establishes procedures for access to criminal record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS).

Section 3. Ordinance 1224 is hereby repealed.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 16<sup>th</sup> day of May by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

**ATTEST:**

---

Kimberly Scheafer, MMC  
City Recorder

**ORDINANCE NO. 1477**

**AN ORDINANCE ADDING CHAPTER 3.50 TO THE CANBY MUNICIPAL CODE  
THEREBY ESTABLISHING A TRANSIENT ROOM TAX.**

**WHEREAS**, the City of Canby desires to implement a transient room tax to generate funds for tourism and tourism related facilities within the City; and

**WHEREAS**, A Transient Lodging Facility means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, Airbnb, Home Away or similar services, bed and breakfast, space in campgrounds, mobile home or trailer parks, tourist home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied; and

**WHEREAS**, the City of Canby desires to dedicate 70% of the net proceeds of this transient room tax to fund tourism promotion or tourism related facilities in accordance with Oregon Revised Statute Chapter 320; and

**WHEREAS**, 30% of the funds will be dedicated to related programs, events, and support services that enhance tourism in Canby; and

**WHEREAS**, the city wishes to require online travel companies and short-term rental hosting platforms that accept, receive or facilitate the payment of rent directly from occupants to be responsible for collecting and remitting the tax to the city; and

**WHEREAS**, the city wants to impose a transient lodging tax.

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

**Section 1.** The Canby Municipal Code is hereby amended to include Chapter 3.50 Transient Room Tax as copy of which is attached hereto as Exhibit “A”.

**Section 2.** This ordinance shall take effect 30 days after passage. The fee imposed shall be set by resolution and commence on July 1, 2018.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

**EXHIBIT “A”**  
**CANBY MUNICIPAL CODE CHAPTER 3.50 TRANSIENT ROOM TAX**

**3.50 TRANSIENT ROOM TAX**

**§ 3.50.010 Definitions**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

A. ACCRUAL ACCOUNTING means the operator enters the rent due from a transient on his records when the rent is earned, whether or not it is paid.

B. Municipal Court means the City of Canby Municipal Court.

C. CASH ACCOUNTING means the operator does not enter the rent due from a transient on his records until rent is paid.

D. CITY means the City of Canby.

E. Transient Lodging Facility means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, Airbnb, Home Away or similar services, bed and breakfast, space in campgrounds, mobile home or trailer parks, tourist home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied.

F. OCCUPANCY means the use or possession, or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms in a hotel, or room in a short-term rental, or space in a mobile home, or trailer park, or portion thereof.

G. OPERATOR means the person who is acting as proprietor of the lodging facility in any capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter, by either the principal or the managing agent, shall be considered to be compliance by both.

H. PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

I. RENT means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property, or any other consideration valued in money, without any deduction; but does not include the sale of any goods, services, and commodities, other than the furnishing of room accommodations and

parking space in mobile home parks or trailer parks. A guaranteed no-show charge based on the rate charged for the room is considered rent, but a cancellation fee is not rent.

J. SHORT-TERM RENTAL means a house, duplex, multiplex, apartment, condominium, trailer, or other residential dwelling unit where a person rents guest bedrooms or the entire residential dwelling unit for transient lodging occupancy.

K. RENT PACKAGE PLAN means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this chapter shall be the same charge made for rent when consideration is not a part of a package plan.

L. TAX ADMINISTRATOR means the official designated by the City Administrator to carry out provisions of this chapter.

M. TAX means either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which he is required to report his collections.

N. TRANSIENT means any person who exercises occupancy, or is entitled to occupancy, in a Transient Lodging Facility for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the transient lodging facility shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator. Any such person so occupying space in a transient lodging facility shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than thirty (30) consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

### **3.50.020 Tax Imposed**

A. For the privilege of occupancy in any transient lodging facility, on and after the effective date of this chapter, each transient shall pay a tax as adopted by resolution of City Council. The tax constitutes a debt owed by the transient to the City, which is extinguished only by payment to the operator. The transient shall pay the tax to the operator of the transient lodging facility at the time the rent is paid. The operator shall enter the tax on his records when rent is collected if the operator keeps his records on the cash accounting basis, and when earned if the operator keeps his records on the accrual accounting basis. If rent is paid in installments, the transient shall pay a proportionate share of the tax to the operator with each installment.

B. Pursuant to ORS 320.350, seventy percent (70%) of the net proceeds from this transient room tax shall be used for the purposes described in ORS 320.350 (5)(a) or (c) (tourism promotion or tourism related facilities, including the financing or refinancing of tourism related facilities). Pursuant to ORS 320.350, thirty percent (30%) of the net proceeds from this transient room tax may be used to fund City services.

### **3.50.030 Where Tax is Imposed**

The tax imposed by this chapter shall apply to all transient lodging facilities located within the City of Canby.

### **3.50.040 Collections of Tax by Operator, Rules for Collection**

A. Every operator renting rooms in this City, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the operator constitutes a debt owed by the operator to the City.

B. In all cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator shall not be liable for the tax until credits are paid or deferred payments are made.

C. A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a business license at the time the short-term rental is occupied.

D. Operators who receive any portion of the rent and hosting platform that provide booking service are jointly and severally liable for the tax.

### **3.50.050 Operator's Duties**

Each operator shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator's records and any receipt rendered by the operator. Bills and invoices provided to transients shall list the City of Canby Transient Room Tax separately and must accurately state the amount of the tax. No operator of a transient lodging facility shall advertise that the tax, or any part of the tax, will be assumed or absorbed by the operator, or that it will not be added to the rent, or that when added, any part will be refunded, except in the manner provided by this chapter.

### **3.50.060 Exemptions**

No tax imposed under this chapter shall be imposed upon:

A. Any person for more than thirty (30) successive calendar days; (a person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient);

B. Any person whose rent is of a value less than \$15 per day;

C. Any person who rents a private home, vacation cabin, or like facility from any owner who personally rents such facilities incidentally to his own use thereof;

D. Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home or home for aged people; or

E. Employees, officials or agents of the U. S. Government occupying a transient lodging facility in the course of official business; or

F. A dwelling unit that is leased or occupied by the same person for a consecutive period of 30 days or more during the year.

### **3.50.070 Registration of Operator, Form and Contents, Execution, Certification of Authority**

Every person engaging, or about to engage in, business as an operator of a transient lodging facility in this City shall register with the Tax Administrator on a form provided by the Tax Administrator. Operators engaged in business at the time this chapter is adopted must not register later than thirty (30) calendar days after passage of this chapter. Operators starting business after this chapter is adopted must register within fifteen (15) calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax, regardless of registration. Registration shall set forth the name under which an operator transacts or intends to transact business, the location of his place or places of business and such other information to facilitate the collection of the tax as the Tax Administrator may require. The operator shall sign the registration.

The Tax Administrator shall, within ten (10) days after registration, issue without charge from the occupant a Certificate of Authority to the registrant to collect the tax, from the occupant of the hotel, together with a duplicate thereof, for each additional place of business for each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer.

Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

Said certificate shall, among other things, state the following:

A. The name of the operator;

B. The address of the transient lodging facility;

C. The date upon which the certificate was issued; and

D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Room Tax Chapter of the Canby Municipal Code by registration with the Tax Administrator for the purpose of collecting from transients the room tax imposed by the City of Canby and remitting the tax to the Tax Administrator."

### **3.50.080 Due Date, Returns, and Payments**

A. The transient shall pay the tax imposed by this chapter to the operator at the time that rent is paid. All amounts of such taxes collected by any operator are due and payable to the Tax Administrator on a quarterly basis of the calendar year for periods ending on April 30, June 30, September 30, and December 31. Tax collections are due by the fifteenth (15th) day of the month following the preceding quarter and are delinquent on the last day of the month in which they are due.

B. On or before the fifteenth (15th) day of the month following each quarter of collection, a return for the preceding quarter's tax collections shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every operator liable for payment of tax.

C. Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of the operator for such period, an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.

D. The person that is required to file the return should deliver the return together with the remittance of the amount of the tax due to the Tax Administrator. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies. To ease administrative burdens, remittances under \$10.00 can be carried forward one time to the next quarter and paid with no penalty.

E. For good cause, the Tax Administrator may extend for up to one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the City Administrator. Any operator to whom an extension is granted shall pay interest at the rate of one percent (1%) per month or fraction of a month, on the amount of tax due. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this chapter.

F. If the operator has complied with the terms of this chapter and particularly the provisions of this section relating to prompt payment of taxes due and payable to the Tax Administrator, the operator shall be permitted to deduct as collection expense five percent (5%) of the amount of the total taxes collected for that quarter, as shown by the return mentioned in paragraph C of this section.

### **3.50.090 Penalties and Interest.**

A. Original Delinquency: Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent (10 %) of the amount of tax due in addition to the amount of the tax.

B. Continued Delinquency: Any operator who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay a

second delinquency penalty of fifteen percent (15%) of the amount of the tax due, plus the amount of the tax due and the ten percent (10%) penalty first imposed.

C. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax due shall be added thereto, in addition to the penalties stated in paragraphs (A) and (B) of this section.

D. Interest: In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one-half of one percent (.5%) per month or fraction of a month on the amount of the tax due, exclusive of penalties, for the date on which the remittance first became delinquent until paid.

E. Penalties merged with tax: Every penalty imposed, and such interest as accrues under the provisions of this chapter, shall be merged with and become a part of the tax herein required to be paid.

F. Petition for waiver: Any operator who fails to remit the tax levied within the time stated shall pay the penalties stated. However, the operator may petition the Tax Administrator for waiver and refund of the penalty or any portion thereof, and the Tax Administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

G. Any penalties or interest applied under this section do not bar the application of further penalties under 3.50.180.

### **3.50.100 Deficiency Determinations, Fraud, Evasion, Operator Delay**

A. Deficiency determination: If the Tax Administrator determines that the returns are incorrect, he or she may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within his or her possession. One or more deficiency determinations may be made of the amount due for one or more than one period and the amount so determined shall be due and payable immediately upon service of notice as herein provided, after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in 3.50.090.

1. In making a Determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in 3.50.090.

2. The Tax Administrator shall give to the operator or occupant a written notice of their determination. The notice may be served personally or by certified mail. In the case of service by mail of any notice required by this chapter, the service is complete upon receipt by the operator or his agent or employee, or if refused, the date of its refusal as shown by the United States Postal Department return receipt.

3. Except in the case of fraud or intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the

amount is proposed to be determined or within three years after the return is filed, whichever period expires later.

4. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

B. Fraud, Refusal to Collect, Evasion: If any operator shall fail or refuse to collect said tax or to make within the time provided in this chapter any report and remittance of said tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the Tax Administrator shall proceed in such manner as he/she may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this chapter from any operator who has failed or refused to collect the same and to report and remit said tax, he/she shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this chapter. In case such determination is made, the Tax Administrator shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three (3) years after discovery by the Tax Administrator of any fraud, intent to evade, failure, refusal to collect said tax, or failure to file return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

C. Operator Delay. If the Tax Administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the City will be jeopardized by delay or if any determination will be jeopardized by delay, s/he shall thereupon make a determination of the tax or amount of tax required to be collected noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable, and the operator shall immediately pay the same determination to the Tax Administrator after service of notice thereof provided. However, the operator may petition after payment has been made for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of service of notice by the Tax Administrator.

### **3.50.110 Re-determinations**

A. Any operator against whom a determination is made under Section 8.02.100 or any person directly interested may petition for a re-determination and redemption and refund within the time required in 3.50.100, hereof. If a petition for re-determination and refund is not filed within the time required in 3.50.100, the determination becomes final at the expiration of the allowable time.

B. If a petition for re-determination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and, if the person has so requested in their petition, shall grant the person an oral hearing, and shall give them ten (10) days' notice of the time and place of the hearing. The Tax Administrator may continue the hearing as needed.

C. The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing, and if an increase is determined, such increase shall be payable immediately after the hearing.

D. The order or decision of the Tax Administrator upon a petition for re-determination of redemption and refund becomes final ten (10) days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the Municipal Court within ten (10) days after service of such notice.

E. No petition for re-determination of redemption and refund or appeal thereof shall be effective for any purpose unless the operator has first complied with the payment provisions hereof.

### **3.50.120 Security, Collection of Tax**

A. The Tax Administrator, after delinquency and when he or she deems it necessary to insure compliance with this chapter, may require any operator subject thereto to deposit with the City such security in the form of cash, bond, or other security as the Tax Administrator may determine. The amount of the security shall be fixed by the Tax Administrator but shall not be greater than twice the operator's estimated average quarterly liability for the period for which he files returns, determined in such manner as the Tax Administrator deems proper, or Five Thousand Dollars (\$5,000), whichever amount is the lesser. The amount of the security may be increased or decreased by the Tax Administrator subject to the limitations herein provided.

B. At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three (3) years after any determination becomes final, the Tax Administrator may bring an action in the courts of this State, or any State, or of the United States in the name of the City to collect the amount delinquent together with penalties and interest.

### **3.50.130 Lien**

A. The tax imposed by this chapter together with the interest and penalties herein provided and the filing fees paid to the Clerk of Clackamas County, Oregon, and advertising costs which may be incurred when same becomes delinquent as set forth in this chapter shall be and remain until paid a lien from the date of its recording with the Clerk of Clackamas County, Oregon and superior to all subsequent recorded liens on all tangible personal property used in the transient lodging facility of an operator, which may be foreclosed on and sold as may be necessary to discharge said lien. The personal property subject to such lien may be seized by any authorized deputy or employee of the City and may be sold at public auction after twenty (20) days' notice of sale given by two publications in a newspaper of general circulation in the City. The notices required hereunder shall be published not less than seven (7) days apart. Such seizure and sale shall be in addition to any other process to secure payment of the delinquent tax allowed by law.

B. Any lien for taxes shall upon the payment of all taxes, penalties, and interest thereon, be released by the Tax Administrator.

### **3.50.140 Refunds**

A. Operators' refunds: Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded, provided that a verified claim in writing therefore stating the specific reason upon which the claim is founded is filed with the Tax Administrator within three (3) years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the operator from whom it was collected or by whom paid, and the balance may be refunded to each such operator, his administrators, executors or assignees.

B. Transient Refunds: Whenever the tax required by this chapter has been collected by the operator and deposited by the operator with the Tax Administrator, and it is later determined that the tax was erroneously or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient provided that a verified claim in writing therefore stating the specific reason on which the claim is founded is filed with the Tax Administrator within three (3) years from the date of payment.

### **3.50.150 Administration**

A. Transient Room Tax Fund: The Tax Administrator shall place all monies received pursuant to this order in the Transient Room Tax Fund.

B. Records Required from Operators: Every operator shall keep guest records of room sales and accounting books and records of room sales. The operator shall retain all records for a period of three (3) years and six (6) months after they come into being.

C. Examination of Records, Investigations: For the purpose of enforcing 3.50.100 of this chapter, if the Tax Administrator has reason to believe that the returns are incorrect or that fraud, refusal to remit, evasion, or operator delay has occurred as set forth in 3.50.100 of this chapter, then the Tax Administrator or any person authorized in writing by him or her may examine during normal business hours the books, papers, and accounting records relating to room sales of any operator after notification to the operator liable for the tax and may investigate the business of the operator in order to verify the accuracy of any return made, or, if no return is made by the operator, to ascertain and determine the amount required to be paid.

D. Confidential Character of Information Obtained, Disclosure Unlawful: It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person. Nothing in this subsection shall be construed to prevent:

1. The disclosure to or the examination of records and equipment by another city official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter or collecting taxes imposed hereunder;

2. The disclosure, after the filing of a written request to that effect to the taxpayer himself, receivers, trustees, executors, administrators, assignees, and guarantors if directly interested of information as to any paid tax, unpaid tax or amount of tax required to be collected, or interest and penalties; further provided, however, that the Canby City Attorney approves each such disclosure, and that the Tax Administrator may refuse to make any disclosure referred to in this paragraph when in his/her opinion the public interest would suffer thereby;

3. The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued; or

4. The disclosure of general statistics regarding taxes collected or business done in the City.

### **3.50.170 Appeals to the Municipal Court**

Any person aggrieved by any provisions of the Tax Administrator may appeal to the Municipal Court by filing a notice of appeal with the Tax Administrator within ten (10) days of the Tax Administrator's decision. The Tax Administrator shall transmit said notice of appeal, together with the file of said appealed matter to the Municipal Court who shall fix a time and place for hearing such appeal. The Municipal Court shall give the appellant not less than ten (10) days written notice of the time and place of hearing of said appealed matter. The Municipal Court with have the final say in the determination.

### **3.50.180 Violations**

It is unlawful for any operator or other person so required to fail or refuse to register as required herein, or to furnish any return required to be made, or fail or refuse to furnish a supplemental return or other data required by the Tax Administrator, or to render a false or fraudulent return. No person required to make, render, sign, or verify any report shall make any false or fraudulent report with intent to defeat or evade the determination of any amount due, required by this chapter. Any person willfully violating any of the provisions of this chapter shall be subject to a fine not to exceed \$2,000 per violation.

**ORDINANCE NO. 1478**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$758,447.00 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$850,000.00 FOR CONSTRUCTION OF SCHEDULE “A” OF THE 2018 STREET RESURFACING & SLURRY SEAL; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received three (3) bids for the 2018 Street Resurfacing & Slurry Seal; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 28, 2018; and

**WHEREAS**, bids were received and opened on April 18, 2018 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud; and

**WHEREAS**, this ordinance needs to be approved and declared an emergency in order to begin the construction of the ADA concrete ramps on June 4, 2018 ahead of the street overlays and to provide adequate cure time; 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 schedule “A” from each of the three (3) bidders is shown on the attached tabulation and listed below:

**Schedule “A”-2018 Street Resurfacing:**

|    |                         |              |
|----|-------------------------|--------------|
| 1. | Eagle-Elsner, Inc.      | \$758,447.00 |
| 2. | S-2 Contractors, Inc.   | \$848,786.00 |
| 3. | Knife River Corporation | \$871,356.50 |

**WHEREAS**, the Canby City Council, acting as the City’s Contract Review Board, met on Wednesday, May 2, 2018, 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 contract with Eagle-Elsner, Inc. for Schedule "A" of the 2018 Street Resurfacing and Slurry Seal in the amount of \$758, 447.00 with authorization to expand the work scope to an amount not to exceed \$850,000.00 using the contract unit prices. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and incorporated herein.

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

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**CONTRACT FOR CONSTRUCTION SCHEDULE "A"**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 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  
2018 Street Resurfacing & Slurry Seal**

The Project will be divided into two schedules according to trade, and each schedule will be awarded based on the low responsive bid of each schedule. Bidders can, but are not required to bid both schedules to be responsive. The City has an estimated available budget not to exceed \$900,000 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 work is anticipated to begin in June for the ADA ramps and associated components while the paving will not start prior to July 5<sup>th</sup>.

The scope of work generally consists of the following:

- Approximately 6,500 tons of asphaltic concrete pavement at 2" or 3" thickness.
- Approximately 27,000 lineal feet of 6-foot wide panel grinding.
- Approximately 700 lineal feet of concrete curb and 220 square yards of sidewalks and retrofit 15 ADA ramps.
- Restore approximately 1,900 square feet of stop bars and continental crosswalks and 10,000 lineal feet of pavement restriping including legends.
- Approximately 47,000 square yards of type II micro surface slurry 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

Seven Hundred Fifty-Eight Thousand Four Hundred Forty-Seven and no/100 ----- Dollars

(\$758,447.00) 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 Drawings & Specifications bearing the following general title:  
City of Canby  
2018 Street Resurfacing & Slurry Seal
- 8.9 Addenda numbers -0- .
- 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 \_\_\_\_\_, 2018.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**Eagle-Elsner, Inc.  
P.O. Box 23294  
Tigard, OR 97281**

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Canby**  
**2018 Street Resurfacing & Slurry Seal**  
**Bid Date: 2:00 PM, Wednesday, April 18, 2018**

| BID TABULATION                     |  | 1            |               | 2               |               | 3             |               |
|------------------------------------|--|--------------|---------------|-----------------|---------------|---------------|---------------|
|                                    |  | Eagle-Eisner |               | S-2 Contractors |               | Knife River   |               |
|                                    |  | Unit / Total | Unit / Total  | Unit / Total    | Unit / Total  | Unit / Total  | Unit / Total  |
| <b>Basic Bid Schedule A:</b>       |  |              |               |                 |               |               |               |
| A.1                                | Mobilization   | 1 LS         | \$ 68,294.00  | \$ 71,400.00    | \$ 108,295.00 | \$ 108,295.00 | \$ 108,295.00 |
| A.2                                | 1/2" Asphalt Concrete Pavement Prelevel  | 300 Tons     | \$ 90.00      | \$ 100.00       | \$ 96.15      | \$ 96.15      | \$ 96.15      |
| A.3                                | 2" or 3" Lift, 1/2" Asphalt Concrete Pavement Overlay  | 6500 Tons    | \$ 68.50      | \$ 80.00        | \$ 28,845.00  | \$ 28,845.00  | \$ 28,845.00  |
| A.4                                | Grind Existing Pavement (6" Wide Panel, 2" Max Depth)  | 27000 LF     | \$ 2.80       | \$ 3.00         | \$ 478,075.00 | \$ 478,075.00 | \$ 478,075.00 |
| A.5                                | Grind Existing Pavement, 3" Max Depth  | 210 SY       | \$ 75,600.00  | \$ 81,000.00    | \$ 68,850.00  | \$ 68,850.00  | \$ 68,850.00  |
| A.6                                | Pavement Reconstruction  | 311 SY       | \$ 80.00      | \$ 100.00       | \$ 4,074.00   | \$ 4,074.00   | \$ 4,074.00   |
| A.7                                | Truncated Dome Detectable Warning Cast-In-Place Mat  | 19 Ea.       | \$ 24,880.00  | \$ 31,100.00    | \$ 93.00      | \$ 93.00      | \$ 93.00      |
| A.8                                | Concrete Curb Type "C" at front of ADA Ramp  | 360 LF       | \$ 1,050.00   | \$ 1,500.00     | \$ 28,923.00  | \$ 28,923.00  | \$ 28,923.00  |
| A.9                                | Concrete Short Curb Type "C" at back of ADA Ramp   | 235 LF       | \$ 19,950.00  | \$ 28,500.00    | \$ 65.00      | \$ 65.00      | \$ 65.00      |
| A.10                               | 4" Concrete Sidewalk   | 220 SY       | \$ 20,880.00  | \$ 18,000.00    | \$ 23,400.00  | \$ 23,400.00  | \$ 23,400.00  |
| A.11                               | 4" Wide White or Yellow Thermoplastic Stripe   | 5730 LF      | \$ 58.00      | \$ 50.00        | \$ 65.00      | \$ 65.00      | \$ 65.00      |
| A.12                               | 4" Yellow Bi-Directional, Type 1 Reflectors  | 100 Ea.      | \$ 13,630.00  | \$ 11,750.00    | \$ 15,275.00  | \$ 15,275.00  | \$ 15,275.00  |
| A.13                               | 8" Wide White Thermoplastic Stripe   | 4400 LF      | \$ 125.00     | \$ 100.00       | \$ 380.00     | \$ 380.00     | \$ 380.00     |
| A.14                               | 12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk (Non-Skid Finish) | 950 SF       | \$ 27,500.00  | \$ 22,000.00    | \$ 83,600.00  | \$ 83,600.00  | \$ 83,600.00  |
| A.15                               | Bike Stencils Legend   | 8 Ea.        | \$ 1.10       | \$ 1.20         | \$ 0.90       | \$ 0.90       | \$ 0.90       |
| A.16                               | Left or Right Turn Arrows  | 6 Ea.        | \$ 6,303.00   | \$ 6,876.00     | \$ 5,157.00   | \$ 5,157.00   | \$ 5,157.00   |
| A.17                               | Signs Post and V-Loc Bases   | 4 Ea.        | \$ 8.50       | \$ 8.00         | \$ 6.25       | \$ 6.25       | \$ 6.25       |
|                                    |  |              | \$ 850.00     | \$ 800.00       | \$ 625.00     | \$ 625.00     | \$ 625.00     |
|                                    |  |              | \$ 2.20       | \$ 1.90         | \$ 1.65       | \$ 1.65       | \$ 1.65       |
|                                    |  |              | \$ 9,680.00   | \$ 8,360.00     | \$ 7,260.00   | \$ 7,260.00   | \$ 7,260.00   |
|                                    |  |              | \$ 9.00       | \$ 10.00        | \$ 8.25       | \$ 8.25       | \$ 8.25       |
|                                    |  |              | \$ 8,550.00   | \$ 9,500.00     | \$ 7,837.50   | \$ 7,837.50   | \$ 7,837.50   |
|                                    |  |              | \$ 320.00     | \$ 300.00       | \$ 290.00     | \$ 290.00     | \$ 290.00     |
|                                    |  |              | \$ 2,560.00   | \$ 2,400.00     | \$ 1,840.00   | \$ 1,840.00   | \$ 1,840.00   |
|                                    |  |              | \$ 320.00     | \$ 300.00       | \$ 255.00     | \$ 255.00     | \$ 255.00     |
|                                    |  |              | \$ 1,920.00   | \$ 1,800.00     | \$ 1,530.00   | \$ 1,530.00   | \$ 1,530.00   |
|                                    |  |              | \$ 350.00     | \$ 800.00       | \$ 375.00     | \$ 375.00     | \$ 375.00     |
|                                    |  |              | \$ 1,400.00   | \$ 3,200.00     | \$ 1,500.00   | \$ 1,500.00   | \$ 1,500.00   |
|                                    |  |              | \$ 758,447.00 | \$ 848,786.00   | \$ 871,356.50 | \$ 871,356.50 | \$ 871,356.50 |
| <b>Total Basic Bid Schedule A:</b> |  |              |               |                 |               |               |               |

| BID TABULATION                     |  | 1                         |               | 2                 |               | 3               |               |
|------------------------------------|--|---------------------------|---------------|-------------------|---------------|-----------------|---------------|
|                                    |  | Intermountain Slurry Seal |               | VSS International |               | S-2 Contractors |               |
|                                    |  | Unit / Total              | Unit / Total  | Unit / Total      | Unit / Total  | Unit / Total    | Unit / Total  |
| <b>Basic Bid Schedule B:</b>       |  |                           |               |                   |               |                 |               |
| B.1                                | Mobilization   | 1 LS                      | \$ 12,000.00  | \$ 8,007.80       | \$ 15,000.00  | \$ 15,000.00    | \$ 15,000.00  |
| B.2                                | Type II Micro-Surface Slurry Seal  | 47000 SY                  | \$ 2.00       | \$ 2.80           | \$ 3.00       | \$ 3.00         | \$ 3.00       |
| B.3                                | Existing Asphalt Concrete Pavement Removal and Replacement 4" Deep                                   | 155 SY                    | \$ 94,000.00  | \$ 131,600.00     | \$ 141,000.00 | \$ 141,000.00   | \$ 141,000.00 |
| B.4                                | 12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk | 930 SF                    | \$ 155.00     | \$ 94.84          | \$ 50.00      | \$ 50.00        | \$ 50.00      |
|                                    |  |                           | \$ 24,025.00  | \$ 14,700.20      | \$ 7,750.00   | \$ 7,750.00     | \$ 7,750.00   |
|                                    |  |                           | \$ 12.00      | \$ 8.40           | \$ 15.00      | \$ 15.00        | \$ 15.00      |
|                                    |  |                           | \$ 11,160.00  | \$ 7,812.00       | \$ 13,950.00  | \$ 13,950.00    | \$ 13,950.00  |
|                                    |  |                           | \$ 141,185.00 | \$ 162,120.00     | \$ 177,700.00 | \$ 177,700.00   | \$ 177,700.00 |
| <b>Total Basic Bid Schedule B:</b> |  |                           |               |                   |               |                 |               |

**ORDINANCE NO. 1479**

**AN ORDINANCE AMENDING CHAPTER 8.20 OF THE CANBY MUNICIPAL CODE PERTAINING TO ALARMS**

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

**Section 1:** Chapter 8.20 of the Canby Municipal Code is hereby amended to read as follows:

Chapter 8.20.

ALARM SYSTEMS

Sections:

- 8.20.010 Purpose.
- 8.20.020 Definitions.
- 8.20.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
- 8.20.040 Alarm Registrations Required; Terms; Fees and Fee Collection.
- 8.20.050 Registration Application; Contents.
- 8.20.060 Transfer of Registration Prohibited.
- 8.20.070 Duties of Alarm Users.
- 8.20.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
- 8.20.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.
- 8.20.100 Duties and Authority of the Alarm Administrator.
- 8.20.110 False Alarm Fines; Fees; Late Charges.
- 8.20.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.
- 8.20.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
- 8.20.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
- 8.20.150 Reinstatement of Suspended Alarm Registrations.
- 8.20.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
- 8.20.170 Police Department Response.
- 8.20.180 Confidentiality of Alarm Information.
- 8.20.190 Scope of Police Duty; Immunities Preserved.
- 8.20.010 Purpose. The City of Canby Council finds and declares that:

A. The majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.

B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers can be subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not immediately available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the potential dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

8.20.020 Definitions. For purposes of this Chapter, the following terms shall have the following meanings:

A. "Alarm Administrator" means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

B. "Alarm Agreement" means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

C. "Alarm Agreement Holding Company" means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User

D. "Alarm Installation Company" means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.

E. "Alarm Dispatch Request" means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

F. “Alarm Registration” means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

G. “Alarm Response Manager (ARM)” means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City’s Alarm Administrator.

H. “Alarm Site” means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

I. “Alarm System” means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

J. “Alarm User” means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

K. “Alarm User Awareness Class” means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

L. “Alarm User List” means a list provided by the Alarm User’s Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User’s Monitoring Company.

M. “Arming Station” means a device that controls an Alarm System.

N. “Automatic Voice Dialer” means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

O. “Burglar Alarm” means an alarm intended to identify the presence of an intruder in either a business or residence.

P. “Business License” means a Business License issued by the City of Canby Business License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

Q. “Cancellation” means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer’s arrival at the Alarm Site.

R. “Conversion of Alarm User” means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

S. “City” means City of Canby.

T. “Duress Alarm” means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

U. “Enhanced Call Confirmation” (ECC) means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User’s designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

V. “False Alarm” means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site, or, in the alternative, the same officer finding by a preponderance of evidence a blatant misuse or error of the alarm system.

W. “Holdup Alarm” means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

X. “Local Alarm System” means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

Y. “Monitoring” means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Z. “Monitoring Company” means a Person in the business of providing Monitoring services.

AA. “One Plus Duress Alarm” means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

BB. “Panic Alarm” means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer response.

CC. “Person” means an individual, corporation, limited liability company, partnership, association, organization or similar entity as defined by Oregon law.

DD. “Police Department” means the Canby Police Department.

EE. “Protective or Reactive Alarm System” means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

FF. “Registration Number” means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

GG. “Responsible Party” means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

HH. “Robbery Alarm” means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person needs immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

II. “SIA Control Panel Standard CP-01” means the ANSI – American National Standard Institute-approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of False Alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing

organizations are marked as follows: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

JJ. "Takeover" means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

KK. "Zones" mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

8.20.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

A. Responsibility for administration of this Chapter is vested with the Police Department.

B. The Police Department may designate an Alarm Administrator to carry out the duties and functions described in this section.

C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

D. The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

8.20.040 Alarm Registrations Required; Terms; Fees and Fee Collection

A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process. There may be reduced residential registration fees for senior citizens, low-income and disabled persons, or governmental entities. The city council shall establish such classes of persons by resolution.

B. Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

D. Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating circumstances.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

E. New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Canby shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the city council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee

within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance, and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the city council.

G. Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the city council.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of current valid state licensing; or

4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

J. Exceptions.

1. Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Canby, but may be subject to reduced payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites or reduced fee sites are required to obtain and maintain a valid Alarm Registration for a Police response and are subjected to all other fees, fines and suspension enforcements, except when this action is prohibited by statute or through a court ruling.

8.20.050 Registration Application; Contents.

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

8.20.060 Transfer of Registration Prohibited.

A. An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

B. Exceptions may be made in the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

8.20.070 Duties of Alarm Users.

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at (or cause a designated, responsible person to arrive at) the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Police Department in order to:

a. Deactivate an Alarm System;

- b. Provide access to the Alarm Site; and/or
  - c. Provide alternative security for the Alarm Site.
3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:
- a. Receive notification of an Alarm System activation at any time;
  - b. Respond to the Alarm Site at any time; and
  - c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.
4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.
5. Notify his, her, or its Monitoring Company of any suspension of police response (as provided for under this Chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.

B. No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

C. An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

8.20.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.

A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The chief of police shall make the final determination regarding any question of an audible alarm within this section.

B. After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Canby that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than (60) sixty minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum of three hundred dollars (\$300). The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

8.20.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.

A. Registration.

1. No alarm company operator or alarm agent, as defined by the Business and Professions Code, shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

- b. How to prevent False Alarms; and
- c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair “single action” devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. Ninety days after the effective date of this Ordinance, an Alarm Installation Company shall, on new installations, use only alarm control panel(s) which as listed as ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction.

5. An Alarm Installation Company shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm has been provided adequate training as to the proper use of the Alarm System’s operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

8. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on all Burglar Alarm Dispatch Requests. The Canby Police Department may refuse to accept an Alarm

Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective Ninety (90) days after the effective date of this Ordinance.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

8. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

9. Each Monitoring Company must maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and (one) 1 year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

10. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within 60 days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

8.20.100 Duties and authority of the Alarm Administrator.

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and

2. Any False Alarm fine incurred.

D. The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

F. If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may

consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

8.20.110 False Alarm Fines; Fees; Late Charges.

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by city council and may be subsequently amended by resolution of the city council.

B. If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the city council shall be imposed.

C. Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the city council.

D. Any Monitoring Company after five (5) business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User

E. If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the city council if the officer responding to a False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by resolution of the city council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 8.20.090(C)(2) of this Chapter.

H. Notice of the right of appeal under this ordinance will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by resolution of the city council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

8.20.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to appeal.

B. The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

8.20.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or

2. The Alarm User has had four or more false Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a

suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

B. It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the city council for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 8.20.110(A), a supplemental fine is hereby imposed upon any Person operating a suspended Burglar Alarm System. The amount of said fines shall be established by resolution of the city council.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

8.20.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief (or his or her designee) by setting forth in writing the reasons for the appeal

and delivering the appeal to the Police Chief (or designee) within twenty (20) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Police Chief (or designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by resolution of the city council and will be returned to the appealing party if the appeal is successful.

2. The Police Chief (or designee) shall conduct a hearing on the appeal within thirty (30) days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief (or designee) must base the decision on the preponderance of evidence presented at the hearing and must render a decision within fifteen (15) days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator. The decision of the Police Chief or designee shall be the final decision in the matter.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

D. The Alarm Administrator or the Police Chief, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by a local, recognized weather monitoring station);

3. Evidence that an Alarm Dispatch Request was not a False Alarm;  
or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

8.20.150 Reinstatement of Suspended Alarm Registrations.

A. On the suspension of an Alarm Registration, a Person whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Person:

1. Pays a reinstatement fee as established by resolution of the city council;
2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;
3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;
4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

8.20.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

A. The Police Chief or designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with any licensing requirements or failed to maintain a valid copy of any required Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by resolution of the city council. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

#### 8.20.170 Police Department Response

A. Subject to the suspension provisions in section 8.20.130 above and the discretion discussed in section 8.20.190 below, the Police Department at its discretion will respond to all "in progress" Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief or his or her designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

#### 8.20.180 Confidentiality of Alarm Information.

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm

Administrator, City of Canby and any third-party alarm administrator. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order or applicable public records law.

8.20.190 Scope of Police duty; Immunities Preserved.

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City of Canby and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

**Section 2:** This ordinance shall take effect thirty (30) days after its adoption.

**Section 3:** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion or the ordinance would be subsequently declared invalid or unconstitutional.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

**ORDINANCE NO. 1480**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH PMAM CORPORATION OF TEXAS TO PROVIDE ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES FOR THE CITY.**

**WHEREAS**, the City of Canby desires to better the administration and collection of fees and fines for alarm users and alarm companies operating in the City; and

**WHEREAS**, the current administration and collection of such fees and fines is being discontinued at the Clackamas County level as of July 1, 2018; and

**WHEREAS**, the City of Canby desires to better the compliance of both alarm users and alarm companies as it pertains to registration and the reduction of false alarms; and

**WHEREAS**, the PMAM Corporation offers a user-friendly and up-to-date product that offers helpful and timely information, leading to enhanced compliance in registration and the reduction of false alarms;

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

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a contract Agreement with PMAM Corporation, a Texas corporation, to provide alarm program administration and collection services for the City. A copy of the Contract for Alarm Program Administration and Collection Services 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 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**CONTRACT FOR ALARM PROGRAM ADMINISTRATION  
AND COLLECTION SERVICES**

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**Contractor**") and the City of Canby, Clackamas County, State of Oregon (the "**City**") to be effective upon the date of execution of this Agreement by the City Administrator as set forth on the Signature Page hereto (the "**Effective Date**").

**Recitals**

WHEREAS, the City desires to engage the services of Contractor to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article 1  
Scope of Services**

**1.1** The parties agree that Contractor shall perform the Services in accordance with the terms and conditions of the City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A  
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties. This contract is governed by Oregon law.

**Article 2  
Terms of Agreement**

**2.1** The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day

of the calendar month for which Contractor commences billing for its Services to the City hereunder following the installation of the False Alarm Management Program.

- 2.2** Contractor shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by Contractor to the City to permit Contractor to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model as set forth in Exhibit "B" hereto. All collected revenues will be held in an approved banking depository to hold funds for government entities in Oregon and paid to City on a monthly basis.
- 2.3** At any time during the term of this Agreement, the City may request that Contractor perform Special Services for additional compensation to be agreed upon in writing by the City and Contractor prior to the performance of any Special Services by Contractor. As used herein, Special Services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which Contractor agrees to perform. If the City and Contractor reach an agreement on the performance of Special Services, Contractor shall undertake such Special Services after receiving the prior written authorization from the City.
- 2.4** The City acknowledges and agrees that Contractor reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to Contractor and the other government agency may be negotiated between Contractor and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by Contractor, and other agency requirements. Contractor acknowledges and agrees that the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between Contractor and such other government agency.

### **Article 3 Contractor Responsibilities**

- 3.1** Subject to the limitations hereinafter set forth, Contractor agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of Contractor, or any subcontractor of Contractor. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.
- 3.2** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
- 3.3** Contractor is required to indemnify the City hereunder, so if necessary, Contractor may assume the defense of the City with counsel reasonably acceptable to the City at the expense of Contractor. In addition, the City may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

**Article 4**  
**The City's Responsibility**

- 4.1** The City shall cooperate with and reasonably assist Contractor by, among other things, making available, as reasonably requested by Contractor, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by the Contractor to carry out its obligation under this agreement.

**Article 5**  
**Insurance Requirements**

- 5.1** At the current time, Contractor does not maintain any offices in the State in which the City is located, nor does Contractor maintain any employees in such State. All Services required to be performed by Contractor hereunder shall be performed by Contractor at its offices in the State of Texas or elsewhere outside the State in which the City is located. Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:
- 5.1.1** Comprehensive or Commercial General Liability: Meet the Oregon Tort Claim limits per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.
  - 5.1.2** Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
  - 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits that meet the minimum set by the State of Oregon. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses or damages arising from the activities under this Agreement.
- 5.2** All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3** The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If Contractor, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.
- 5.4** Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the

City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation.

- 5.5** Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6** Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Purchasing Department.

## **Article 6 Termination of Agreement**

### **6.1** Grounds for Termination

- 6.1.1** The City shall inform in writing to Contractor, if Contractor fails to perform its duties under this Agreement with a sixty (60) days window to correct the problem. Contractor shall remedy the problem within sixty (60) days from the receipt of such notice. Should Contractor fail to remedy the problem within sixty (60) days, the City may terminate this Agreement.
- 6.1.2** Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then the Contractor reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.
- 6.1.3** Contractor may terminate this Agreement upon written notice to the City if the City misuses or attempts to appropriate the proprietary software of Contractor.

### **6.2** Effect of Termination

- 6.2.1** If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the City shall terminate this Agreement:
  - 6.2.1a** All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, Contractor shall promptly deliver to the City all data in MS-SQL format.
  - 6.2.1b.** Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all

reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

- 6.2.1c.** The proprietary software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PMAM's proprietary software after the conclusion of the Agreement.
- 6.2.1d.** The City shall pay Contractor all fees and costs due and owing Contractor as of the date of said termination.
- 6.2.1e.** The provisions of this Section shall survive the termination of this Agreement.

### **Article 7 Confidentiality of Information**

- 7.1** At all times, the Contractor shall recognize the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the proprietary software described in Section 6.2.1c. above is owned by Contractor and the City has no rights or claim thereto.
- 7.2** Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law.
- 7.3** Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.
- 7.4** The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City or its authorized designee.

### **Article 8 General Provisions**

- 8.1** This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2** Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations

hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that Contractor may assign this Agreement to its successor without consent by the City by giving written notice to the City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

- 8.3** This Agreement shall be governed by the laws of the State of Oregon; and venue for any action concerning this Agreement shall be in Clackamas County, Oregon.
- 8.4** This Agreement may be amended by the mutual written agreement of the parties.
- 8.5** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 8.6** Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of Canby:           Richard Robinson  
                                  PO Box 930  
                                  Canby, OR 97013

Contractor:            PMAM Corporation  
                                  Attn: Mr. Pankaj Kumar, President  
                                  5430 LBJ Freeway, Suite 370  
                                  Dallas, TX 75240

- 8.7** This Agreement may be signed in counterparts, each of which shall constitute an original.

**(Signature Page Follows on Next Page)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

\_\_\_\_\_ day of \_\_\_\_\_ 2018.

City of Canby

PMAM Corporation

By: \_\_\_\_\_  
Name: RICHARD ROBINSON  
Title: City Administrator

By: \_\_\_\_\_  
PANKAJ KUMAR,  
Chief Executive Officer

Attest:

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Scope of Work and Requirements

#### Scope of Work:

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. The Contractor shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
  - a. Alarm permits
  - b. Permit Holders
  - c. Permit Holders with outstanding charges
  - d. Non-permitted locations with outstanding charges
  - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City
5. Generation of the following reports including but not limited to:
  - a. New alarm permits issued and fees collected
  - b. Annual permit renewals billed and fees collected
  - c. Permits inactivated or revoked and reason for inactivation or revocation
  - d. Permits reinstated and reason for reinstatement
  - e. Number of false burglar alarms
  - f. Number of false burglar alarms billed and fees collected
  - g. Number of false robbery alarms
  - h. Number of false robbery alarms billed and fees collected
  - i. Number of reinstatement fees billed and fees collected
  - j. False burglary and/or robbery alarms for permit owners
  - k. False burglary and/or robbery alarms for non-permitted owners
  - l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:
  - a. Permit number
  - b. Permit issue date
  - c. Permit expiration date
  - d. Permit type (residential / commercial)
  - e. Name of business or residential permit holder
  - f. Site
    - 1) Street address and zip code of property
    - 2) Type of property (residential / commercial)
    - 3) Telephone numbers
    - 4) Contact persons (minimum of 2) and phone number(s)
    - 5) Type of alarm system installed (burglary, panic, robbery)
  - g. Billing
    - 1) Name
    - 2) Full mailing address (includes zip code)
    - 3) Contact person and phone number(s)
  - h. Permit Holder Responsible for Alarm
    - 1) Name
    - 2) Complete mailing address
    - 3) Phone numbers
  - i. Name and telephone number of alarm monitoring company
  - j. Name and telephone number of company that installed the alarm system
  - k. Special Medical Concerns
  - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
  - 1) Permit number (or non-permitted identifier)
  - 2) Name of permit holder
  - 3) Location of permit holder
  - 4) Permit status
  - 5) Expiration date
  - 6) Last false alarm incident date and time
  - 7) Alarm type (i.e., burglar, panic, etc.)
  - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
  - 1) Incident number
  - 2) Priority
  - 3) Call code
  - 4) Disposition

- 5) Date
- 6) Time:
  - (a) Received
  - (b) Dispatched
  - (c) Arrived
  - (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, phone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

**Collection requirements and provisions:**

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the City.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor.
6. Contractor will develop an A/R file, which the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the City and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file.
8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor, unless and until the City directs that such payments be directed to a lock box address established by the City.
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by Contractor. Any such debt collection activities shall be performed by an independent contractor selected either by (i) the Contractor with the prior written consent of the City or its designee, or (ii) the City or its designee or agent upon written notice to the Contractor.

**Processing:**

The Contractor shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

**Contractor's Obligation:**

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the city regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters..

**Training**

1. The Contractor shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

**System Coordination**

1. The Contractor shall coordinate with the City's Finance Department, Information Services and the City Police Department to develop a system that will allow walk-in payments under the Agreement.
2. The Contractor shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours
3. The Contractor under this Agreement shall establish and provide public education, awareness and information regarding the City's Alarm Management Program.

**City Licensing Fees**

1. The City acknowledges and agrees that Contractor shall be exempt from any applicable City license fees in performing its services hereunder.

**Exhibit “B”**

**Pricing and Receipt of Collections**

This is a revenue sharing contract. The Contractor shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by the City in relation to the City’s
- f. Alarm Program Management and Collection Services (except for criminal penalties if applicable).

|                      |                         |
|----------------------|-------------------------|
| <b>City of Canby</b> | <b>PMAM Corporation</b> |
| <b>% 63</b>          | <b>% 37</b>             |

The City and Contractor shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by Contractor shall be paid by the program before the foregoing split of fees.

In addition, the City shall reimburse Contractor for its out-of-pocket postage expenses incurred by Contractor in performing its city-authorized services to the City hereunder promptly upon receipt of an invoice from Contractor for such city-authorized postage expense. At the election of Contractor, Contractor may submit an invoice to the City for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the City hereunder.

Contractor reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

The City acknowledges that Contractor is installing the Program at no cost to the City. Consequently, in the event the City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of Contractor to perform its Services hereunder that has not been cured by Contractor within 30 days of receipt of written notice of the problem, Contractor shall be entitled to receive, and the City shall pay to Contractor, the fees that Contractor reasonably and foreseeably would have received hereunder for the remainder of the first 12 months less the number of months, if any, that Contractor was paid its fees hereunder prior to the termination of this Agreement (the “**Guaranteed Period**”). If this Agreement is terminated after the Contract Implementation Date and during the guaranteed period, the amount of the fees to be paid to Contractor shall be the average of the monthly fees retained by Contractor prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to Contractor shall be the amount of the fees (historically calculated)

at the agreed upon percentage to be retained by Contractor during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to Contractor pursuant to the provisions of this paragraph shall be paid by the City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

The share of the revenues payable to Contractor and the City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to Contractor in accordance with the terms of this Agreement.

**ORDINANCE NO. 1481**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC. IN THE AMOUNT OF \$141,185.00 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$200,000.00 FOR CONSTRUCTION OF SCHEDULE “B” OF THE 2018 STREET RESURFACING & SLURRY SEAL.**

**WHEREAS**, the City of Canby has heretofore advertised and received three (3) bids for the 2018 Street Resurfacing & Slurry Seal; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 28, 2018; and

**WHEREAS**, bids were received and opened on April 18, 2018 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud:

**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 schedule “B” from each of the three (3) bidders is shown on the attached tabulation and listed below:

**Schedule “B”-2018 Slurry Seal:**

|    |                                 |              |
|----|---------------------------------|--------------|
| 1. | Intermountain Slurry Seal, Inc. | \$141,185.00 |
| 2. | VSS International, Inc.         | \$162,120.00 |
| 3. | S-2 Contractors, Inc.           | \$177,700.00 |

**WHEREAS**, the Canby City Council, acting as the City’s Contract Review Board, met on Wednesday, May 2, 2018, 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, Intermountain Slurry Seal, 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 Intermountain Slurry Seal, Inc. for Schedule “B” of the 2018 Street Resurfacing and Slurry Seal in the amount of \$141,185.00 with authorization to expand the work scope to an

amount not to exceed \$200,000.00 using the contract unit prices. A copy of the contract with, Intermountain Slurry Seal, Inc. is attached hereto and incorporated herein.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

**CONTRACT FOR CONSTRUCTION SCHEDULE "B"**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between

\_\_\_\_\_  
City of Canby  
(hereinafter called OWNER) and

\_\_\_\_\_  
Intermountain Slurry Seal, 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  
2018 Street Resurfacing & Slurry Seal**

The Project will be divided into two schedules according to trade, and each schedule will be awarded based on the low responsive bid of each schedule. Bidders can, but are not required to bid both schedules to be responsive. The City has an estimated available budget not to exceed \$900,000 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 work is anticipated to begin in June for the ADA ramps and associated components while the paving will not start prior to July 5<sup>th</sup>.

The scope of work generally consists of the following:

- Approximately 6,500 tons of asphaltic concrete pavement at 2" or 3" thickness.
- Approximately 27,000 lineal feet of 6-foot wide panel grinding.
- Approximately 700 lineal feet of concrete curb and 220 square yards of sidewalks and retrofit 15 ADA ramps.
- Restore approximately 1,900 square feet of stop bars and continental crosswalks and 10,000 lineal feet of pavement restriping including legends.
- Approximately 47,000 square yards of type II micro surface slurry 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 Hundred Forty-One Thousand One Hundred Eighty-Five and no/100----- Dollars

(\$141,185.00) 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 Drawings & Specifications bearing the following general title:  
City of Canby  
2018 Street Resurfacing & Slurry Seal
- 8.9 Addenda numbers -0-.
- 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 \_\_\_\_\_, 2018.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**Intermountain Slurry Seal, Inc.  
P.O. Box 1841  
Sparks, NV 89432-1841**

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Canby**  
**2018 Street Resurfacing & Slurry Seal**  
**Bid Date: 2:00 PM, Wednesday, April 18, 2018**

| BID TABULATION               |  | 1                                  | 2                    | 3                    |
|------------------------------|--|------------------------------------|----------------------|----------------------|
|                              |  | Eagle-Elsner                       | S-2 Contractors      | Knife River          |
|                              |  | Unit / Total                       | Unit / Total         | Unit / Total         |
| <b>Basic Bid Schedule A:</b> |  |                                    |                      |                      |
| A.1                          | Mobilization   | 1 LS \$ 68,294.00                  | \$ 71,400.00         | \$ 108,295.00        |
| A.2                          | 1/2" Asphalt Concrete Pavement Prelevel  | 300 Tons \$ 90.00                  | \$ 100.00            | \$ 96.15             |
| A.3                          | 2" or 3" Lift, 1/2" Asphalt Concrete Pavement Overlay  | 6500 Tons \$ 68.50                 | \$ 30,000.00         | \$ 28,845.00         |
| A.4                          | Grind Existing Pavement (6" Wide Panel, 2" Max Depth)  | 27000 LF \$ 445,250.00             | \$ 520,000.00        | \$ 478,075.00        |
| A.5                          | Grind Existing Pavement, 3" Max Depth  | 210 SY \$ 75,600.00                | \$ 81,000.00         | \$ 68,850.00         |
| A.6                          | Pavement Reconstruction  | 311 SY \$ 4,200.00                 | \$ 2,100.00          | \$ 4,074.00          |
| A.7                          | Truncated Dome Detectable Warning Cast-In-Place Mat  | 19 Ea. \$ 24,880.00                | \$ 31,100.00         | \$ 28,923.00         |
| A.8                          | Concrete Curb Type "C" at front of ADA Ramp  | 360 LF \$ 1,050.00                 | \$ 1,500.00          | \$ 330.00            |
| A.9                          | Concrete Short Curb Type "C" at back of ADA Ramp   | 235 LF \$ 58.00                    | \$ 50.00             | \$ 65.00             |
| A.10                         | 4" Concrete Sidewalk   | 220 SY \$ 13,630.00                | \$ 11,750.00         | \$ 15,275.00         |
| A.11                         | 4" Wide White or Yellow Thermoplastic Stripe   | 5730 LF \$ 27,500.00               | \$ 22,000.00         | \$ 83,600.00         |
| A.12                         | 4" Yellow Bi-Directional, Type 1 Reflectors  | 100 Ea. \$ 1.10                    | \$ 1.20              | \$ 0.90              |
| A.13                         | 8" Wide White Thermoplastic Stripe   | 4400 LF \$ 6,303.00                | \$ 6,876.00          | \$ 5,157.00          |
| A.14                         | 12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk (Non-Skid Finish) | 950 SF \$ 850.00                   | \$ 800.00            | \$ 625.00            |
| A.15                         | Bike Stencils Legend   | 8 Ea. \$ 9,680.00                  | \$ 8,360.00          | \$ 7,260.00          |
| A.16                         | Left or Right Turn Arrows  | 6 Ea. \$ 8,550.00                  | \$ 9,500.00          | \$ 8,250.00          |
| A.17                         | Signs Post and V-Loc Bases   | 4 Ea. \$ 320.00                    | \$ 2,400.00          | \$ 1,840.00          |
|                              |  | 4 Ea. \$ 1,920.00                  | \$ 1,800.00          | \$ 1,530.00          |
|                              |  | 4 Ea. \$ 350.00                    | \$ 800.00            | \$ 375.00            |
|                              |  | 4 Ea. \$ 1,400.00                  | \$ 3,200.00          | \$ 1,500.00          |
|                              |  | <b>Total Basic Bid Schedule A:</b> | <b>\$ 758,447.00</b> | <b>\$ 848,786.00</b> |

| BID TABULATION               |  | 1                                  | 2                    | 3                    |
|------------------------------|--|------------------------------------|----------------------|----------------------|
|                              |  | Intermountain Slurry Seal          | VSS International    | S-2 Contractors      |
|                              |  | Unit / Total                       | Unit / Total         | Unit / Total         |
| <b>Basic Bid Schedule B:</b> |  |                                    |                      |                      |
| B.1                          | Mobilization   | 1 LS \$ 12,000.00                  | \$ 8,007.80          | \$ 15,000.00         |
| B.2                          | Type II Micro-Surface Slurry Seal  | 47000 SY \$ 12,000.00              | \$ 8,007.80          | \$ 15,000.00         |
| B.3                          | Existing Asphalt Concrete Pavement Removal and Replacement 4" Deep                                   | 155 SY \$ 2.00                     | \$ 2.80              | \$ 3.00              |
| B.4                          | 12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk | 930 SF \$ 94,000.00                | \$ 131,600.00        | \$ 141,000.00        |
|                              |  | 155 SY \$ 155.00                   | \$ 94.84             | \$ 50.00             |
|                              |  | 930 SF \$ 24,025.00                | \$ 14,700.20         | \$ 7,750.00          |
|                              |  | 930 SF \$ 12.00                    | \$ 8.40              | \$ 15.00             |
|                              |  | 930 SF \$ 11,160.00                | \$ 7,812.00          | \$ 13,950.00         |
|                              |  | <b>Total Basic Bid Schedule B:</b> | <b>\$ 141,185.00</b> | <b>\$ 177,700.00</b> |

**ORDINANCE NO. 1482**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL.**

**WHEREAS**, the City of Canby requires the hauling of tonnage of wet sewage sludge as part of its wastewater treatment; and

**WHEREAS**, the City of Canby desires to secure a cost-effective contract for this integral service.

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

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Heard Farms to haul sewage sludge for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

**Section 2.** The effective date of this Ordinance shall be July 1, 2018.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## EXHIBIT "A"

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Heard Farms (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 \$149,000 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.

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

A. For General Liability Insurance, Contractor shall provide a Certificate of

Insurance naming the City of Canby as an additional 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 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, 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: Richard Heard  
Heard Farms, Inc.  
578 Rogers Road  
Roseburg, OR 97471

Please submit invoices to: **Attn: Accounts Payable**  
**City of Canby**  
**PO Box 930**  
**Canby, OR 97013**  
[ap@canbyoregon.gov](mailto: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 \_\_\_\_\_ No (If Yes, please complete List of Subcontractors attached to this Agreement)**

Approved as to Form:

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



## **EXHIBIT "A"**

### **Memorandum of Agreed Terms for Personal Services Agreement between City of Canby, Oregon (City) and Heard Farms, Inc. for Sewage Sludge Pickup and Disposal**

In addition to the terms agreed upon in the signed Personal Services Agreement, the City of Canby, Oregon (City) and Heard Farms, Inc. agree to the following:

1. Heard Farms will pick up and dispose of sewage sludge from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$57.00 per ton.
2. The above-stated price of \$57.00 per ton will remain fixed for a one year period. Any subsequent change to the \$57.00 per ton price will require a new agreement.
3. The Personal Services Agreement shall be effective from July 1, 2018 through June 30, 2019.
4. Sewage sludge is not required to meet the Class B standard in order for Heard Farms to haul them off and dispose of them. The sewage sludge shall be in the range of 5 to 9 on the pH scale. Any testing of the sewage sludge for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City does not guarantee a specific amount of sewage sludge each month, but parties assume that amounts should be fairly consistent from month to month.
7. The City continues to reserve the right to haul off or have any excess sludge removed that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not store any sewage sludge over the weekends.
8. Ownership of the sewage sludge transfers to Heard Farms upon pick-up by Heard Farms.



# City of Canby

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City Attorney

## MEMORANDUM

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**DATE:** MAY 16, 2018  
**TO:** CANBY CITY COUNCIL  
**FROM:** JOSEPH A. LINDSAY, CANBY CITY ATTORNEY  
**RE:** RESOLUTION NO. 1485, AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 10.04.100 REGARDING STORAGE OR ABANDONING OF VEHICLES ON STREETS

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**Issue:** Whether or not to amend the existing ordinance to add a few words and reference the correct ORS chapter.

**Summary:** Adding the word “parking” to the list of storing or abandoning a vehicle makes the leaving of a vehicle for any reason in the public right-of-way unambiguously in violation of city ordinance. Further, out of fairness, it is suggested that the current 24-hour allowance of street parking/storing be extended to 72 hours. Finally, the ordinance was wrongly referencing ORS 619 (instead of 819), so that reference needed to be corrected.

**Attachments:** None.

**Recommendation:** Adopt Ordinance 1485 with a 72-hour change.

**Motion:** “I move to approve Ordinance No. 1485, AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 10.04.100 REGARDING STORAGE OR ABANDONING OF VEHICLES ON STREETS to come up for second reading on June 6, 2018.”

**ORDINANCE NO. 1485**

**AN ORDINANCE AMENDING CANBY MUNICIPAL CODE (CMC) CHAPTER 10.04.100 REGARDING STORAGE OR ABANDONING OF VEHICLES ON STREETS**

**WHEREAS**, the City of Canby currently has a City Traffic Code ordinance that deals with parking, storage, and abandoning of vehicles on streets and public rights of way; and

**WHEREAS**, the City of Canby desires to amend the ordinance to clarify the parking aspects of the ordinance to aid enforcement and eliminate ambiguity.

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

**Section 1.** The Canby Municipal Code (CMC) Chapter 10.04.100 is hereby amended to read as follows:

**§ 10.04.100 Parking, storage or abandoning of vehicles on streets.**

A. 1. No person, firm or corporation shall **park**, store or permit to be stored on a street or other public property, without the permission of the City Police Department, a vehicle or personal property for a period in excess of ~~72~~**24** hours. The continuity of the time shall not be deemed broken by movement of the vehicle elsewhere on the block unless the movement removes the vehicle from the block where it is located before it is returned.

2. No person, firm or corporation shall abandon a vehicle upon a street or upon any other public or private property.

B. When a vehicle is found in violation of division A. of this section, the officer responsible for the enforcement of this section shall follow the procedures provided in O.R.S. Chapter ~~86~~**19** dealing with the custody, removal and disposal of abandoned vehicles.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 16, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 6, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a regular meeting thereof on June 6, 2018 by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

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

**TO:** Honorable Mayor and City Council  
CITY OF CANBY  
ATTN: Ms. Jennifer Cline, Public Works Director

**FROM:** Hassan Ibrahim, P.E.  
CURRAN-McLEOD, INC.

**DATE:** May 4, 2018

**ISSUE:** NE 11<sup>TH</sup> PLACE SANITARY SEWER REPLACEMENT  
& OFFSITE SANITARY SEWER  
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1486

**SYNOPSIS:** On May 2, 2018, the City of Canby solicited and received four (4) bids for the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage project. This staff report is to request Council approval for award of the contract to the low responsive bidder.

**RECOMMENDATION:**

That the Council approve Ordinance 1486 authorizing the Mayor and City Administrator to execute a contract with Canby Excavating, Inc. in the amount of \$481,373.30 for the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage Project; and declaring an emergency due to the availability of the contractor to begin the work as soon as possible and in a timely manner and minimize the impact and inconvenience on the surrounding residences.

**RATIONALE:**

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. Of the bids received, all were deemed to be responsible and responsive, with Canby Excavating, Inc. submitting the low responsible and responsive bid.

The City has an estimated construction budget of \$480,000 to complete the sanitary sewer and pump station replacement. The low responsive bid for this segment of the work is \$394,710.80 which is below the estimated cost. The offsite storm drainage construction cost was estimated at \$130,000. The low responsive bid for this segment of the work is \$86,662.50 which is also below the estimated projected cost.

**BACKGROUND:**

This project is broken into sanitary sewer at two different locations and offsite storm drainage improvements at three different locations. The existing in place sanitary sewer concrete pipe on NE 11<sup>th</sup> Place is old and outdated, and the

existing pump station is also old, outdated and failing, it is not safe for the city crew to regularly maintain and requires confined space entry. Gravity sewer lines have become available through the new surrounding developments and this old sanitary sewer system and pump station can now be abandoned and a new system can be put in place that requires less maintenance and time from the City crew while their efforts can be focused on other city urgent and needed matters. The other sanitary sewer location is near 159 NE 10<sup>th</sup> Avenue, this is a new sanitary sewer line that will be extended to provide service connection to aforementioned residence and a future connection to another flag lot that is currently on septic tank with the potential of failing at some point in the future and whereas the county will not allow the owner to renovate the existing septic tank and requires a gravity sewer connection route. The City staff is taking the lead and looking ahead to ensure service availability to residents of this nature when possible. The off-site storm drainage portion of the work (at NW 9<sup>th</sup> Ave, NE 4<sup>th</sup> Avenue and SE Elm Street) is needed to alleviate flooding in the streets during heavy rains, catch basins will be added including drywells to convey the excess flow runoff during major storms.

The NE 11<sup>th</sup> Place Sanitary Sewer Replacement is funded through the Sewer System Development Charges Reimbursement Fund while the Offsite Storm Drainage portion of the work is funded through the Storm System Development Charges Improvement and Reimbursement Funds.

**FISCAL IMPACT:**

Attached are Ordinance 1486 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Canby Excavating, Inc. and execute a contract for construction in the bid amount of \$481,373.30. The low responsive bid of \$481,373.30, however, is well below the accumulated estimated construction budget of \$610,000 and should not pose a funding problem.

Attached are Ordinance 1486 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Canby Excavating, Inc. and execute a contract for construction in the bid amount of \$481,373.30

**ENCLOSURES:**

- Ordinance Number 1486
- Construction Contract
- Bid Tabulation
- Recommendation of Award

cc: Ms. Jennifer Cline, Public Works Director  
Ms. Kim Scheafer, City Recorder  
Ms. Julie Blums, Finance Director

May 4, 2018

City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013  
Attn: Ms. Jennifer Cline, PE, Public Works director

**RE: CITY OF CANBY  
NE 11<sup>TH</sup> PLACE SANITARY SEWER REPLACEMENT  
& OFFSITE STORM DRAINAGE  
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor and City Council Members:

On May 2, 2018, the City of Canby solicited and received four (4) bids for the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage project. The summary of the pricing is shown on the attached tabulation, with the low bid received from **Canby Excavating, Inc.**

The summary of cost from each of the four (4) bidders is shown on the attached tabulation and listed below:

|    |                                 |              |
|----|---------------------------------|--------------|
| 1. | Canby Excavating, Inc.          | \$481,373.30 |
| 2. | Braun Construction & Design LLC | \$516,244.00 |
| 3. | Turney Excavating, Inc.         | \$563,301.25 |
| 4. | Eagle-Elsner, Inc.              | \$697,575.00 |

**BID REVIEW**

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier disclosure information and execution of the bid. All bidders are deemed responsive and responsible.

The low bidder **Canby Excavating, Inc.** has a good record with the Construction Contractors Board and we are not aware of any concerns, is prequalified with the Oregon Department of Transportation, a local contractor and a familiar name. We have worked with **Canby Excavating, Inc.** on many successful projects of similar scope over the years in the City of Canby and communities throughout the metropolitan area.

City of Canby  
May 4, 2018  
Page 2

## SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage project to the low responsive bidder, **Canby Excavating, Inc.**, in the amount of Four Hundred Eighty-One Thousand Three Hundred Seventy-Three and 30/100 Dollars (\$481,373.30).

We have enclosed a staff report, an ordinance 1486, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we have issued the Notice of Intent to Award on May 3, 2018 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

Hassan A. Ibrahim, P.E.

Enclosures: 1486 Staff Report  
1486 Ordinance  
Bid Tabulation  
Contract for Construction

**ORDINANCE NO. 1486**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. IN THE AMOUNT OF \$481,373.30 FOR CONSTRUCTION OF THE NE 11<sup>TH</sup> PLACE SANITARY SEWER REPLACEMENT & OFFSITE STORM DRAINAGE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received four (4) bids for the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 11, 2018; and

**WHEREAS**, bids were received and opened on May 2, 2018 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud:

**WHEREAS**, this ordinance needs to be declared an emergency due to the availability of the contractor to begin the work as soon as possible and perform the work to in a timely manner and to minimize the impact and the inconvenience on the surrounding residences:

**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 from each of the four (4) bidders is shown on the attached tabulation and listed below:

|    |                                 |              |
|----|---------------------------------|--------------|
| 1. | Canby Excavating, Inc.          | \$481,373.30 |
| 2. | Braun Construction & Design LLC | \$516,244.00 |
| 3. | Turney Excavating, Inc.         | \$563,301.25 |
| 4. | Eagle-Elsner, Inc.              | \$697,575.00 |

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 16, 2018, 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 Canby Excavating 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 Canby Excavating, Inc. for the NE 11<sup>th</sup> Place Sanitary Sewer Replacement & Offsite Storm Drainage in the amount of \$481,373.30. A copy of the construction contract with Canby Excavating, Inc. is attached and incorporated herein.

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

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 16, 2018; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 6, 2018, after the hour of 7:30 PM at the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 6<sup>th</sup> day of June 2018, 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 2018 by and between

**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**  
**NE 11th Place Sanitary Sewer Replacement**  
**& Off-Site Storm Drainage**

The scope of work consists of the following:

- Construction of approximately 1,200 lineal feet of 8" sanitary sewer main line, five (5) manholes and reconnecting 16 existing services, abandoning in place the existing 8" concrete mainline, the existing pump station and one (1) manhole, asphalt trench paving, driveway approaches and existing landscaping restoration. The work also includes three drywells and associated piping at three separate locations.

### 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

Four Hundred Eighty-One Thousand Three Hundred Seventy-Three and 30/100

Dollars (\$481,373.30) as shown in the attached Bid Proposal.

### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 visited and explored the site soil conditions or if attached 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 visited and explored the site soil conditions, made or caused to be made if attached 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 conversed with the ENGINEER regarding the site soil conditions or correlated if attached 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.
- 7.6 Large boulders are expected to be encountered on-site during trench excavation.

## **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**  
**NE 11th Place Sanitary Sewer Replacement**  
**& Off-Site Storm Drainage**
- 8.9 Addenda numbers -0-.
- 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 \_\_\_\_\_, 2018.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**Canby Excavating, Inc.  
P.O. Box 848  
Canby, OR 97013**

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

**City of Canby**

**Project: NE 11th Place Sanitary Sewer Replacement & Off-Site Storm Drainage**

Bid Date: Wednesday, May 2, 2018 @ 2:00 PM

1 2 3 4

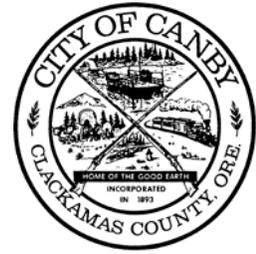
| BID TABULATION  |   | Units        | Canby Excavating | Braun Construction | Turney Excavating | Eagle-Eisner  |
|---|---|--------------|------------------|--------------------|-------------------|---------------|
|   |   | Unit / Total | Unit / Total     | Unit / Total       | Unit / Total      | Unit / Total  |
| <b>Basic Bid Items:</b>                               |   |              |                  |                    |                   |               |
| <b>A. Sanitary Sewer &amp; Site Preparation</b>       |   |              |                  |                    |                   |               |
| A.1   | Mobilization, Bonds & Insurance   | 1 LS         | \$ 33,000.00     | \$ 12,000.00       | \$ 31,000.00      | \$ 44,000.00  |
|   |   |              | \$ 33,000.00     | \$ 12,000.00       | \$ 31,000.00      | \$ 44,000.00  |
| A.2   | Traffic Protection & Direction of Traffic and Pedestrian Traffic on Logging Road Trail            | 1 LS         | \$ 5,000.00      | \$ 7,500.00        | \$ 10,000.00      | \$ 45,000.00  |
|   |   |              | \$ 5,000.00      | \$ 7,500.00        | \$ 10,000.00      | \$ 45,000.00  |
| A.3   | Erosion Control & Spill Prevention Control & Countermeasure (SPCC) Plans                          | 1 LS         | \$ 856.00        | \$ 2,500.00        | \$ 2,000.00       | \$ 15,000.00  |
|   |   |              | \$ 856.00        | \$ 2,500.00        | \$ 2,000.00       | \$ 15,000.00  |
| A.4   | Tree & Landscape Protection, Tree Removal, Ditch & Site Restoration                               | 1 LS         | \$ 11,300.00     | \$ 20,000.00       | \$ 30,000.00      | \$ 13,000.00  |
|   |   |              | \$ 11,300.00     | \$ 20,000.00       | \$ 30,000.00      | \$ 13,000.00  |
| A.5   | Trench Stabilization (if needed)  | 20 CY        | \$ 48.00         | \$ 100.00          | \$ 85.00          | \$ 200.00     |
|   |   |              | \$ 960.00        | \$ 2,000.00        | \$ 1,700.00       | \$ 4,000.00   |
| A.6   | Sawcut Asphalt/ Concrete Surfaces (All Depth)   | 2,000 LF     | \$ 1.32          | \$ 1.00            | \$ 1.25           | \$ 2.00       |
|   |   |              | \$ 2,640.00      | \$ 2,000.00        | \$ 2,500.00       | \$ 4,000.00   |
| A.7   | 8" PVC 3034 Pipe including Excavation, Material Disposal & Crushed Rock Backfill                  | 592 LF       | \$ 145.00        | \$ 160.00          | \$ 109.00         | \$ 170.00     |
|   |   |              | \$ 85,840.00     | \$ 94,720.00       | \$ 64,528.00      | \$ 100,640.00 |
| A.8   | 8" PVC 3034 Pipe including Excavation, Material Disposal & Native Backfill                        | 410 LF       | \$ 66.00         | \$ 135.00          | \$ 50.00          | \$ 160.00     |
|   |   |              | \$ 27,060.00     | \$ 55,350.00       | \$ 20,500.00      | \$ 65,600.00  |
| A.9   | Reconnect Existing Laterals w/ 8"x6" Tee, 6" PVC Pipe, Fittings & 6" Cleanout, Installed Complete | 15 Ea.       | \$ 3,175.00      | \$ 4,250.00        | \$ 2,600.00       | \$ 4,500.00   |
|   |   |              | \$ 47,625.00     | \$ 63,750.00       | \$ 39,000.00      | \$ 67,500.00  |
| A.10  | Connect to Existing Manhole & Construct New Channel   | 2 Ea.        | \$ 8,085.00      | \$ 2,500.00        | \$ 2,700.00       | \$ 1,500.00   |
|   |   |              | \$ 16,170.00     | \$ 5,000.00        | \$ 5,400.00       | \$ 3,000.00   |
| A.11  | Abandon Existing Manhole in Place   | 1 Ea.        | \$ 2,550.00      | \$ 650.00          | \$ 2,600.00       | \$ 1,500.00   |
|   |   |              | \$ 2,550.00      | \$ 650.00          | \$ 2,600.00       | \$ 1,500.00   |
| A.12  | Abandon Existing Pump Station in Place  | 1 Ea.        | \$ 3,315.00      | \$ 1,300.00        | \$ 2,600.00       | \$ 1,500.00   |
|   |   |              | \$ 3,315.00      | \$ 1,300.00        | \$ 2,600.00       | \$ 1,500.00   |
| A.13  | 48" Diameter Standard Manhole   | 4 Ea.        | \$ 4,623.00      | \$ 4,500.00        | \$ 8,000.00       | \$ 9,500.00   |
|   |   |              | \$ 18,492.00     | \$ 18,000.00       | \$ 32,000.00      | \$ 38,000.00  |
| A.14  | Type "C" Concrete Curb  | 100 LF       | \$ 70.00         | \$ 45.00           | \$ 28.00          | \$ 55.00      |
|   |   |              | \$ 7,000.00      | \$ 4,500.00        | \$ 2,800.00       | \$ 5,500.00   |
| A.15  | 4" Concrete Driveway Approach   | 20 SY        | \$ 177.00        | \$ 120.00          | \$ 100.00         | \$ 115.00     |
|   |   |              | \$ 3,540.00      | \$ 2,400.00        | \$ 2,000.00       | \$ 2,300.00   |
| A.16  | 6" Concrete Driveway Approach   | 35 SY        | \$ 148.00        | \$ 165.00          | \$ 130.00         | \$ 125.00     |
|   |   |              | \$ 5,180.00      | \$ 5,775.00        | \$ 4,550.00       | \$ 4,375.00   |
| A.17  | Grind Existing Asphalt Pavement (6' Wide Panel, 2" Max Depth Along Gutter Line)                   | 803 SY       | \$ 9.80          | \$ 13.00           | \$ 11.00          | \$ 10.00      |
|   |   |              | \$ 7,869.40      | \$ 10,439.00       | \$ 8,833.00       | \$ 8,030.00   |
| A.18  | Asphalt Pavement Reconstruction (As needed and as determined in the field)                        | 50 SY        | \$ 113.50        | \$ 175.00          | \$ 100.00         | \$ 80.00      |
|   |   |              | \$ 5,675.00      | \$ 8,750.00        | \$ 5,000.00       | \$ 4,000.00   |
| A.19  | Trench Patching Prep (Asphalt Pavement will be paid under item A.20)                              | 930 LF       | \$ 9.82          | \$ 12.00           | \$ 13.00          | \$ 10.00      |
|   |   |              | \$ 8,946.60      | \$ 11,160.00       | \$ 12,090.00      | \$ 9,300.00   |
| A.20  | 1/2" Asphalt Concrete Paving Overlay (2' Overlay and 2' Depth in Trenches)                        | 450 Tons     | \$ 108.00        | \$ 125.00          | \$ 105.00         | \$ 95.00      |
|   |   |              | \$ 48,600.00     | \$ 56,250.00       | \$ 47,250.00      | \$ 42,750.00  |
| A.21  | Open Trench Rock Excavation   | 150 CY       | \$ 13.00         | \$ 130.00          | \$ 152.00         | \$ 350.00     |
|   |   |              | \$ 1,950.00      | \$ 19,500.00       | \$ 22,800.00      | \$ 52,500.00  |
| A.22  | Minor Manhole Adjustment  | 1 Ea.        | \$ 815.00        | \$ 680.00          | \$ 700.00         | \$ 1,800.00   |
|   |   |              | \$ 815.00        | \$ 680.00          | \$ 700.00         | \$ 1,800.00   |
| <b>Subtotal Sanitary Sewer &amp; Site Preparation</b> |   |              | \$ 344,384.00    | \$ 404,224.00      | \$ 349,851.00     | \$ 533,295.00 |
| <b>Basic Bid Items:</b>                               |   |              |                  |                    |                   |               |
| <b>B. Off-Site Storm Drainage Improvements</b>        |   |              |                  |                    |                   |               |
| B.1   | Mobilization, Bonds & Insurance   | 1 LS         | \$ 11,860.00     | \$ 1,700.00        | \$ 7,600.00       | \$ 9,000.00   |
|   |   |              | \$ 11,860.00     | \$ 1,700.00        | \$ 7,600.00       | \$ 9,000.00   |
| B.2   | Traffic Protection & Direction of Traffic   | 1 LS         | \$ 2,165.00      | \$ 2,700.00        | \$ 5,500.00       | \$ 7,000.00   |
|   |   |              | \$ 2,165.00      | \$ 2,700.00        | \$ 5,500.00       | \$ 7,000.00   |
| B.3   | Erosion Control (Catch Basin Inserts)   | 1 LS         | \$ 410.00        | \$ 450.00          | \$ 2,000.00       | \$ 500.00     |
|   |   |              | \$ 410.00        | \$ 450.00          | \$ 2,000.00       | \$ 500.00     |

| BID TABULATION |   | Canby Excavating      | Braun Construction | Turney Excavating | Eagle-Elisner   |
|----------------|---|-----------------------|--------------------|-------------------|-----------------|
| B.4            | Sawcut Asphalt / Concrete Surfaces (All Depth)                                | 325 LF \$ 1.50 \$     | \$ 1.00 \$         | \$ 1.25 \$        | \$ 2.00 \$      |
|                |   | \$ 487.50 \$          | \$ 325.00 \$       | \$ 406.25 \$      | \$ 650.00 \$    |
| B.5            | 10" PVC 3034 Pipe including Excavation, Material Disposal & Rock Backfill     | 82 LF \$ 123.50 \$    | \$ 195.00 \$       | \$ 270.00 \$      | \$ 200.00 \$    |
|                |   | \$ 10,127.00 \$       | \$ 15,990.00 \$    | \$ 22,140.00 \$   | \$ 16,400.00 \$ |
| B.6            | Connect to Existing Catch Basin   | 1 Ea. \$ 1,617.00 \$  | \$ 1,800.00 \$     | \$ 1,000.00 \$    | \$ 750.00 \$    |
|                |   | \$ 1,617.00 \$        | \$ 1,800.00 \$     | \$ 1,000.00 \$    | \$ 750.00 \$    |
| B.7            | Connect to Existing Manhole   | 2 Ea. \$ 3,380.00 \$  | \$ 2,200.00 \$     | \$ 1,000.00 \$    | \$ 750.00 \$    |
|                |   | \$ 6,760.00 \$        | \$ 4,400.00 \$     | \$ 2,000.00 \$    | \$ 1,500.00 \$  |
| B.8            | Type G-2 Catch Basin  | 1 Ea. \$ 2,890.00 \$  | \$ 3,500.00 \$     | \$ 3,000.00 \$    | \$ 2,500.00 \$  |
|                |   | \$ 2,890.00 \$        | \$ 3,500.00 \$     | \$ 3,000.00 \$    | \$ 2,500.00 \$  |
| B.9            | 48" Diameter Drywell  | 3 Ea. \$ 14,600.00 \$ | \$ 8,900.00 \$     | \$ 39,000.00 \$   | \$ 17,500.00 \$ |
|                |   | \$ 43,800.00 \$       | \$ 26,700.00 \$    | \$ 117,000.00 \$  | \$ 52,500.00 \$ |
| B.10           | Remove Existing 48" Diameter Manhole & Dispose                                | 1 Ea. \$ 2,540.00 \$  | \$ 1,000.00 \$     | \$ 3,500.00 \$    | \$ 5,000.00 \$  |
|                |   | \$ 2,540.00 \$        | \$ 1,000.00 \$     | \$ 3,500.00 \$    | \$ 5,000.00 \$  |
| B.11           | Trench Patching Prep (Asphalt pavement 4" Depth will be paid under item A.20) | 82 LF \$ 18.00 \$     | \$ 25.00 \$        | \$ 17.00 \$       | \$ 20.00 \$     |
|                |   | \$ 1,476.00 \$        | \$ 2,050.00 \$     | \$ 1,394.00 \$    | \$ 1,640.00 \$  |
| B.12           | 1/2" Asphalt Concrete Trench Patching (4" depth installed in two lifts)       | 10 Tons \$ 253.00 \$  | \$ 300.00 \$       | \$ 250.00 \$      | \$ 250.00 \$    |
|                |   | \$ 2,530.00 \$        | \$ 3,000.00 \$     | \$ 2,500.00 \$    | \$ 2,500.00 \$  |
|                | <b>Subtotal Off-Site Storm Drainage Improvements</b>                          | \$ 86,662.50 \$       | \$ 63,615.00 \$    | \$ 168,040.25 \$  | \$ 99,940.00 \$ |

| Basic Bid Items:  |  | Unit                  | Unit / Total    | Unit / Total    | Unit / Total    |
|---|--|-----------------------|-----------------|-----------------|-----------------|
| <b>C. Sanitary Sewer Improvements at 159 NE 10th Avenue</b> |  |                       |                 |                 |                 |
| C.1   | Mobilization, Bonds & Insurance  | 1 LS \$ 13,027.00 \$  | \$ 1,700.00 \$  | \$ 4,400.00 \$  | \$ 5,000.00 \$  |
|   |  | \$ 13,027.00 \$       | \$ 1,700.00 \$  | \$ 4,400.00 \$  | \$ 5,000.00 \$  |
| C.2   | Traffic Protection & Direction of Traffic  | 1 LS \$ 2,165.00 \$   | \$ 2,500.00 \$  | \$ 4,800.00 \$  | \$ 4,000.00 \$  |
|   |  | \$ 2,165.00 \$        | \$ 2,500.00 \$  | \$ 4,800.00 \$  | \$ 4,000.00 \$  |
| C.3   | Erosion Control (Catch Basin Inserts)  | 1 LS \$ 406.00 \$     | \$ 450.00 \$    | \$ 500.00 \$    | \$ 500.00 \$    |
|   |  | \$ 406.00 \$          | \$ 450.00 \$    | \$ 500.00 \$    | \$ 500.00 \$    |
| C.4   | Trench Stabilization (if needed)   | 20 CY \$ 48.00 \$     | \$ 100.00 \$    | \$ 85.00 \$     | \$ 200.00 \$    |
|   |  | \$ 960.00 \$          | \$ 2,000.00 \$  | \$ 1,700.00 \$  | \$ 4,000.00 \$  |
| C.5   | Sawcut Asphalt / Concrete Surfaces (All Depth)   | 80 LF \$ 2.36 \$      | \$ 1.00 \$      | \$ 1.25 \$      | \$ 2.00 \$      |
|   |  | \$ 188.80 \$          | \$ 80.00 \$     | \$ 100.00 \$    | \$ 160.00 \$    |
| C.6   | 8" PVC 3034 Pipe including Excavation, Material Disposal & Crushed Rock Backfill                                   | 37 LF \$ 155.00 \$    | \$ 200.00 \$    | \$ 220.00 \$    | \$ 240.00 \$    |
|   |  | \$ 5,735.00 \$        | \$ 7,400.00 \$  | \$ 8,140.00 \$  | \$ 8,880.00 \$  |
| C.7   | 8" PVC 3034 Pipe including Excavation, Material Disposal & Native Backfill   | 140 LF \$ 85.00 \$    | \$ 135.00 \$    | \$ 60.00 \$     | \$ 180.00 \$    |
|   |  | \$ 11,900.00 \$       | \$ 18,900.00 \$ | \$ 8,400.00 \$  | \$ 25,200.00 \$ |
| C.8   | Reconnect Existing Laterals w/ 8"x6" Tee, 6" PVC Pipe, Fittings & 6" Cleanout, Installed Complete                  | 1 Ea. \$ 1,910.00 \$  | \$ 2,800.00 \$  | \$ 3,000.00 \$  | \$ 3,400.00 \$  |
|   |  | \$ 1,910.00 \$        | \$ 2,800.00 \$  | \$ 3,000.00 \$  | \$ 3,400.00 \$  |
| C.9   | Construct New Laterals w/ 8"x6" Tee, 6" PVC Pipe, Fittings & 6" Cleanout & Plug for Future Use, Installed Complete | 1 Ea. \$ 1,910.00 \$  | \$ 2,000.00 \$  | \$ 3,000.00 \$  | \$ 3,400.00 \$  |
|   |  | \$ 1,910.00 \$        | \$ 2,000.00 \$  | \$ 3,000.00 \$  | \$ 3,400.00 \$  |
| C.10  | 48" Diameter Standard Manhole over Existing Line   | 1 Ea. \$ 10,000.00 \$ | \$ 7,000.00 \$  | \$ 9,000.00 \$  | \$ 6,000.00 \$  |
|   |  | \$ 10,000.00 \$       | \$ 7,000.00 \$  | \$ 9,000.00 \$  | \$ 6,000.00 \$  |
| C.11  | 8" Cleanout  | 1 Ea. \$ 530.00 \$    | \$ 750.00 \$    | \$ 1,000.00 \$  | \$ 1,500.00 \$  |
|   |  | \$ 530.00 \$          | \$ 750.00 \$    | \$ 1,000.00 \$  | \$ 1,500.00 \$  |
| C.12  | Type "C" Concrete Curb   | 5 LF \$ 99.00 \$      | \$ 85.00 \$     | \$ 30.00 \$     | \$ 200.00 \$    |
|   |  | \$ 495.00 \$          | \$ 425.00 \$    | \$ 150.00 \$    | \$ 1,000.00 \$  |
| C.13  | Trench Patching Prep (Asphalt pavement will be paid under Item A.20)   | 40 LF \$ 18.00 \$     | \$ 45.00 \$     | \$ 18.00 \$     | \$ 20.00 \$     |
|   |  | \$ 720.00 \$          | \$ 1,800.00 \$  | \$ 720.00 \$    | \$ 800.00 \$    |
| C.14  | 1/2" Asphalt Concrete Paving (4" depth installed in two lifts)   | 2 Tons \$ 190.00 \$   | \$ 300.00 \$    | \$ 250.00 \$    | \$ 250.00 \$    |
|   |  | \$ 380.00 \$          | \$ 600.00 \$    | \$ 500.00 \$    | \$ 500.00 \$    |
|   | <b>Subtotal Sanitary Sewer Improvements at 159 NE 10th Avenue</b>  | \$ 50,326.80 \$       | \$ 48,405.00 \$ | \$ 45,410.00 \$ | \$ 64,340.00 \$ |

**TOTAL BASIC BID \$ 481,373.30 \$ 516,244.00 \$ 563,301.25 \$ 697,575.00**

# MEMORANDUM



**TO:** Honorable Mayor Hodson and City Council  
**FROM:** Amanda Zeiber, Assistant City Administrator  
**DATE:** May 7, 2018  
**THROUGH:** Richard Robinson, City Administrator

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Issue:

The City of Canby contracts out technical services and information technology. The current provider, KinTechnology, Inc. (KinTech), has been the service provider for the City of Canby since 2006. KinTech assigns two technicians to primarily support the City of Canby, along with other staff and technical experts who are available as needed to perform duties and functions to update, troubleshoot and maintain City systems. The City assigns one administrative assistant to tech services. The City does not have adequate funding to support an internal IT staff of multiple technical experts.

Continuity of service is important as we continue to create technology efficiencies and implement City wide security systems. KinTech staff have received the training and have the knowledge to effectively maintain systems specific to the City of Canby, including law enforcement, public transit and wastewater. The City solicited and received quotes in 2017 from three different vendors in addition to KinTech for tech support. Hourly rates for service were all higher than the general hourly rate provided by KinTech.

Recommendation:

Staff recommends the Council approve Ordinance 1487.

Recommended Motion:

**“I move to approve Ordinance No. 1487, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY to come up for second reading on June 6, 2018.”**

Attachments:

- Ordinance 1487
- Ordinance 1487 Exhibit A – Personal Services Agreement

**ORDINANCE NO. 1487**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO AN AMENDED CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY**

**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 and amended;

**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 16, 2018, 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 6, 2018 commencing at the hour of 7:30 p.m. at the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> 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 the 6<sup>th</sup> day of June 2018 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" and "B" 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



## **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 18'19 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