



**AGENDA  
CANBY CITY COUNCIL  
SPECIAL CALLED MEETING - 6:05 PM**

**June 29, 2022**

**Hybrid/Virtual Meeting/Council Chambers  
Council Chambers - 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor**

**Register here to attend the meeting virtually:**  
[https://us06web.zoom.us/webinar/register/WN\\_VDIhxNpeS-uFjYXrLxHE9Q](https://us06web.zoom.us/webinar/register/WN_VDIhxNpeS-uFjYXrLxHE9Q)

***The meetings can be viewed on CTV Channel 5 and YouTube:***  
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

Mayor Brian Hodson

Councilor Christopher Bangs  
Council President Traci Hensley  
Councilor Art Marine

Councilor Greg Parker  
Councilor Sarah Spoon  
Councilor Shawn Varwig

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**SPECIAL CALLED COUNCIL MEETING – 6:05 PM**

**1. CALL TO ORDER**

- a. Invocation
- b. Pledge of Allegiance

- 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. **\*\*\*If you would like to speak virtually please email or call the Deputy City Recorder by 4:30 pm on June 29, 2022 with your name, the topic you'd like to speak on and contact information:** [benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov) or call 503-266-0720. Once your information is received, you will be sent instructions to speak.

- 3. 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. Reappointments to the Parks and Recreation Advisory Board – Barry Johnson, Lisa Potter, Ryan Oliver and Scott Sasse.

Pg. 1

**4. RESOLUTION & ORDINANCES**

- a. Consider **Resolution No. 1372:** A Resolution amending the temporary program for use of private parking lots and private outdoor areas.

Pg. 16

- b. Consider **Resolution No. 1373**: A Resolution assigning various City owned locations for Parks and Recreation Advisory Board Meetings. Pg. 22
- c. Consider **Ordinance No. 1577**: An Ordinance authorizing the City Administrator to execute an amendment to the ground lease between the Canby School District No. 86 and the City of Canby regarding the real property between and around the Canby Swim Center and Canby Adult Center. *(Second Reading)* Pg. 24
- d. Consider **Ordinance No. 1578**: An Ordinance authorizing the City Administrator to execute a contract with Trüpp for a Classification, Compensation and Pay Equity Study. *(Second Reading)* Pg. 43
- e. Consider **Ordinance No. 1579**: An Ordinance authorizing the Canby City Administrator to expend payment to CityCounty Insurance Services (CIS) in an amount not to exceed \$450,000 for Liability Insurance Coverage for Fiscal Year 2022-2023; and declaring an emergency *(Second Reading)* Pg. 71
- f. Consider **Ordinance No. 1580**: An Ordinance authorizing the Canby City Administrator to expend payment to SAIF Corporation in the amount of \$85,703.62 for Workers Comp Coverage for Fiscal Year 2022-2023; and declaring an emergency *(Second Reading)* Pg. 74

## 5. NEW BUSINESS

- a. Consideration of a new a Parklet Program. Pg. 77

## 6. ACTION REVIEW

## 7. ADJOURN

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\*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 Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Melissa Bisset, HR Director/ City Recorder  
Agenda Item: Board, Commission and Committee Reappointments/ Appointments  
Goal: N/A  
Objective: N/A

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### **Summary**

Every June there are several Boards, Commission and Committee terms that expire. These positions were all advertised and applications were collected.

### **Background**

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

### **Discussion**

The Parks and Advisory Board members below listed have terms that are expiring on June 30, 2022. These positions were all advertised and applications were collected. All current members applied as well as one additional applicant, Cara Hawkins. Interviews for the Parks & Recreation Advisory Board took place on June 20<sup>th</sup>. The recommendation is to reappointment the current members.

#### **Parks and Recreation Advisory Board (3 year term)**

Barry Johnson  
Ryan Oliver  
Scott Sasse  
Lisa Potter

### **Attachments**

Applications for the Parks and Recreation Advisory Board.

### **Fiscal Impact**

None

### **Options**

1. Reappoint members to the various Boards, Commissions and Committees.
2. Take no action.

**Recommendation**

Reappoint members whose terms are set to expire on June 30, 2022.

**Proposed Motion**

Part of the Consent Agenda - I move to approve the consent agenda.

# EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave  
  
Canby, Oregon - 97013  
<http://www.canbyoregon.gov>  
Johnson, Barry  
Parks & Recreation Advisory Board Member

Received: 5/25/22 3:17 PM  
For Official Use Only:

QUAL: \_\_\_\_\_  
DNQ: \_\_\_\_\_

- Experience
- Training
- Other: \_\_\_\_\_

## PERSONAL INFORMATION

<b>POSITION TITLE:</b> Parks & Recreation Advisory Board Member	<b>Job Number:</b> 2022-PRV
<b>NAME:</b> (Last, First, Middle) Johnson, Barry	<b>PERSON ID:</b> 50060144

**ADDRESS:** (Street, City, State, Zip Code)  
[Redacted]  
Canby, OR 97013

**HOME PHONE:**  
[Redacted]

<b>EMAIL ADDRESS:</b> [Redacted]	<b>NOTIFICATION PREFERENCE:</b> Email
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## PREFERENCES

**SHIFTS YOU WILL ACCEPT:**  
**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**  
**TYPES OF WORK YOU WILL ACCEPT:**  
**OBJECTIVE:**  
Retain my position on the Parks and Recreation Advisory Board

## Agency - Wide Questions

Nothing Entered For This Section

### Job Specific Supplemental Questions

- What are your community interests (committees, organizations, special activities)?  
Parks and Recreation Advisory Board
- What are your major interests or concerns in the City's programs?  
Seeing the Parks Master Plan come to fruition. Developing new parks and recreational opportunities for the citizens

of Canby. Further developmental improvement of existing parks that are currently underway.

**Why are you interested in this volunteer position?**

3. I originally signed up for this position to ensure my grandkids and everyone else in Canby had access to the best programs and facilities available. Canby has been stagnant for many years in developing new parks in neighborhoods that are deserving of them. We are remiss when it comes to offering a variety of recreational programs and facilities for today's youth to choose from. We need more programs that will interest the multi generational and ethnic diversity of the citizens of Canby.

**Please share your experience and educational background.**

4. Graduated High School in Michigan. Attended Northern Michigan University in Marquette. Attended Michigan State University in East Lansing. Worked as a Project Manager and InPlant Engineer for General Motors Service Parts for 34 years (retired), worked as Parts Manager for Morooka Industries in Milwaukee for 4 years (retired), Coached Football and Basketball at the Junior High and High School level in Michigan for 15 years, Developed and ran a Youth Basketball program in Michigan for 3rd thru 6th grade for 5 years, Assistant Coach Youth Football Team in Canby 2 years.

**Please list any other City or County positions on which you serve or have served.**

5. Parks Advisory Board Member for 2 terms. Chairman of the Parks Advisory Board for the last 2 years. In that time we have installed a Splash Pad and Pickleball Courts, made improvements to Legacy and Community Parks, developed new signage for numerous parks and are in the process of completing a much needed Parks Master Plan.

**6. If you were referred by someone, please list.**

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are

dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

**BACKGROUND:** Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

**PROBATIONARY PERIOD:** New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

**IMMIGRATION LAW:** In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility. 10/20

This application was submitted by Johnson, Barry

**Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

# EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave

Canby, Oregon - 97013  
<http://www.canbyoregon.gov>  
Potter, Lisa, A  
Parks & Recreation Advisory Board Member

Received: 5/21/22 10:00 AM  
For Official Use Only:

QUAL: \_\_\_\_\_  
DNQ: \_\_\_\_\_

- Experience
- Training
- Other: \_\_\_\_\_

## PERSONAL INFORMATION

<b>POSITION TITLE:</b> Parks & Recreation Advisory Board Member	<b>Job Number:</b> 2022-PRV
<b>NAME:</b> (Last, First, Middle) Potter, Lisa, A	<b>PERSON ID:</b> 49611246

**ADDRESS:** (Street, City, State, Zip Code)  
[REDACTED]  
Canby, OR 97013

**HOME PHONE:**  
[REDACTED]

<b>EMAIL ADDRESS:</b> [REDACTED]	<b>NOTIFICATION PREFERENCE:</b> Email
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## PREFERENCES

**SHIFTS YOU WILL ACCEPT:**  
**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**  
**TYPES OF WORK YOU WILL ACCEPT:**  
**OBJECTIVE:**  
I am submitting an application to serve a second term on the Canby Parks & Recreation Advisory Board.

## Agency - Wide Questions

Nothing Entered For This Section

### Job Specific Supplemental Questions

- What are your community interests (committees, organizations, special activities)?**
1. I am interested in serving a second term on the Canby Parks & Recreation Advisory Board. I serve on the board of directors of the Coffee Creek Correctional Facility's Quilting Program for incarcerated women learning to quilt. I make and donate quilts for numerous charities.



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

2. I am committed to Canby's parks, including enhancing our current parks as well as exploring opportunities for new parks. Canby needs a dog park and a park in the city's most underserved neighborhood (Auburn Farms/Dodds Farm city-owned property). Canby is lacking recreational opportunities for our youth and citizens of all ages.

**Why are you interested in this volunteer position?**

I have been integrally involved as Secretary on the Parks & Recreation Advisory Board. I believe my role is an important one--documenting activities, goals and accomplishments at the monthly meetings. I am engaged in the development of the updated Parks Master Plan and look forward to learning the results which will help the Advisory

3. Board examine the top needs, develop a priority list, and work with the City Council in developing short- and long-range goals for our Parks. I am completing my first three-year term; there is so much yet to be done and would like to continue as a volunteer on the Board. I have assumed the role of designing the updated signs for our parks and most recently the safety-first signs for the Logging Road Trail and Maple Street Park pickleball courts welcome sign.

**Please share your experience and educational background.**

I attended Oregon State University. My early career began with four years working for Oregon State Parks (Nehalem Bay and Cape Lookout); 11 years with State Police, Highway Division and ODOT (Construction, Administration, Civil Rights, Environmental, Public Affairs). I worked eight years as a store manager for Target managing the Bellingham, Beaverton and Tannesbourne stores; owned the Progress Liquor store in Beaverton for five years; and concluded my career working ten years for the City of Canby.

4. Administration, Civil Rights, Environmental, Public Affairs). I worked eight years as a store manager for Target managing the Bellingham, Beaverton and Tannesbourne stores; owned the Progress Liquor store in Beaverton for five years; and concluded my career working ten years for the City of Canby.
5. **Please list any other City or County positions on which you serve or have served.**  
I was employed by the City of Canby for ten years and retired in 2018. I began my work in Administration managing the business license program. I also worked eight years in Finance as the Accounts Payable Specialist as well as in Administration as the Human Resources Assistant. I developed positive relationships with City staff including, and most importantly as a Parks Board volunteer, Public Works and Parks staff. I believe those relationships have benefitted my role on the Parks Board.

**6. If you were referred by someone, please list.**

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my

employment, education, criminal conviction record, credit history, driver’s license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

**BACKGROUND:** Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

**PROBATIONARY PERIOD:** New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

**IMMIGRATION LAW:** In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility. 10/20

This application was submitted by Potter, Lisa, A

**Signature**\_\_\_\_\_

**Date**\_\_\_\_\_

# EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave  
  
Canby, Oregon - 97013  
<http://www.canbyoregon.gov>  
Oliver, Ryan  
Parks & Recreation Advisory Board Member

Received: 5/20/22 4:27 PM  
For Official Use Only:

QUAL: \_\_\_\_\_  
DNQ: \_\_\_\_\_

- Experience
- Training
- Other: \_\_\_\_\_

## PERSONAL INFORMATION

<b>POSITION TITLE:</b> Parks & Recreation Advisory Board Member	<b>Job Number:</b> 2022-PRV
<b>NAME:</b> (Last, First, Middle) Oliver, Ryan	<b>PERSON ID:</b> 50013937

**ADDRESS:** (Street, City, State, Zip Code)  
[Redacted]  
Canby, OR 97013

**HOME PHONE:**  
[Redacted]

<b>EMAIL ADDRESS:</b> [Redacted]	<b>NOTIFICATION PREFERENCE:</b> Email
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## PREFERENCES

**SHIFTS YOU WILL ACCEPT:**  
**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**  
**TYPES OF WORK YOU WILL ACCEPT:**

## Agency - Wide Questions

Nothing Entered For This Section

### Job Specific Supplemental Questions

- What are your community interests (committees, organizations, special activities)?**
1. Canby Area Parks & Rec (1998-Current), Canby Junior Baseball Board 2008-present, Wayne Oliver Foundation 2014-Present, CTV5/OCTS Board 1998-Present. Canby Area Chamber Board 2000-2015, Various other City task forces. Lions Club Member. Been coaching High school or youth baseball since 1992.
- What are your major interests or concerns in the City's programs?**
2. Passion for making Canby's parks the best they can be and putting the "recreation" in the Canby Parks & Rec Board.

Canby is not keeping up with other communities of similar size in terms of park and rec options. As a 3rd generation Canbyite, i want to continue to see Canby thrive.

**Why are you interested in this volunteer position?**

3. I'm a firm believer in that you can either complain about it or try and fix it. I love making Canby the best it can be. I think i have served the board and community very well over the past 20 years and wish to continue to do so.

**Please share your experience and educational background.**

20+ years on the park & rec board. Heavily involved in both Canby high school and youth baseball programs. We

4. visit all kinds of parks in our RV travels so i feel i have a pretty good idea on what is out there in terms of park options. I am a 1991 graduate of Canby High School and have bachelor of science degree from the University of Nevada Las Vegas
5. **Please list any other City or County positions on which you serve or have served.**  
Canby Area Park & Rec Board. Various other City task forces (sign committee, 99E, Downtown to name a few)
6. **If you were referred by someone, please list.**  
20+ years ago i was referred by the late City Councilor Barry Lucas.

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

**BACKGROUND:** Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also

successfully pass a pre-employment drug-screening test.

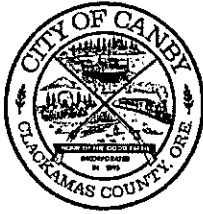
PROBATIONARY PERIOD: New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

IMMIGRATION LAW: In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility. 10/20

This application was submitted by Oliver, Ryan

**Signature**\_\_\_\_\_

**Date**\_\_\_\_\_



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

Date: 4-19-22 Position Applying For: Council  
Name: SCOTT SASSE Occupation: LANDSCAPER  
Home Address: 1440 S. IVY  
Employer: SELF Position: owner  
Daytime Phone: [REDACTED] Evening Phone: SAME  
E-Mail Address: \_\_\_\_\_

What are your community interests (committees, organizations, special activities)?  
Parks & Rec committees

What are your major interests or concerns in the City's programs? Parks  
Downtown Growth

Reason for your interest in this position: Stability, further involvement  
in City growth.

Experience and educational background: K12 2<sup>YRS</sup> ~~YRS~~ Clackamas Community  
College

List any other City or County positions on which you serve or have served: \_\_\_\_\_  
Canby Parks & Rec Board

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

**Please return to:**

**City of Canby - Attn: Deputy City Recorder  
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013  
Phone: 503.266.0720 Fax: 503.266.7961 Email: [benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov)**

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

Date Received: 4/19/2022 Date Appointed: \_\_\_\_\_ Term Expires: \_\_\_\_\_  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_

# EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave  
  
Canby, Oregon - 97013  
<http://www.canbyoregon.gov>  
Hawkins, Cara, Louise  
Committee, Board, Commission Member

Received: 5/9/22 12:14 PM  
For Official Use Only:

QUAL: \_\_\_\_\_  
DNQ: \_\_\_\_\_

- Experience
- Training
- Other: \_\_\_\_\_

## PERSONAL INFORMATION

**POSITION TITLE:**  
Committee, Board, Commission Member  
  
**NAME:** (Last, First, Middle)  
Hawkins, Cara, Louise  
  
**Former Last Name:**  
Collum  
  
**ADDRESS:** (Street, City, State, Zip Code)  
\_\_\_\_\_  
Canby, OR 97013

**Job Number:**  
VOL - 2022  
  
**PERSON ID:**  
\_\_\_\_\_

**HOME PHONE:**  
(\_\_\_\_\_) \_\_\_\_\_

**ALTERNATE PHONE:**  
\_\_\_\_\_

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

**NOTIFICATION PREFERENCE:**  
Email

## PREFERENCES

**SHIFTS YOU WILL ACCEPT:**  
Day , Evening , Weekends , On Call (as needed)  
  
**WHAT TYPE OF JOB ARE YOU LOOKING FOR?**  
  
**TYPES OF WORK YOU WILL ACCEPT:**  
  
**OBJECTIVE:**  
Budget committee

## Agency - Wide Questions

Nothing Entered For This Section  
**Job Specific Supplemental Questions**

1. If employed, who is your employer and what is your position?

20+ years to current with Clackamas County District Attorney as a Victim Advocate.

**2. Which Board, Commission, or Committee are you applying to serve on?**

BUDGET COMMITTEE

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

**3. I am a victim advocate professionally. I am the president of our HOA and I manage a group called Friends of Canby Parks.**

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

**4. I have loved Canby since I was 12 years old and visiting while showing my dog and pig at the fairgrounds. I love our small town feel, community events and our green spaces.**

**5. Why are you interested in this volunteer position?**

I am nearing retirement and am interested in developing more volunteer opportunities.

**Please share your experience and educational background.**

**6. I graduated from Molalla HS in 1980. I attended CCC for a year until I got married and turned my focus to being a homemaker and mom. I have held many volunteer positions over the years including my children's schools and Willamette Falls Hospital.**

**7. Please list any other City or County positions on which you serve or have served.**

None

**8. If you were referred by someone, please list.**

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are



dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

**BACKGROUND:** Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

**PROBATIONARY PERIOD:** New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

**IMMIGRATION LAW:** In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility. 10/20

This application was submitted by Hawkins, Cara, Louise

**Signature**\_\_\_\_\_

**Date**\_\_\_\_\_



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Jamie Stickel, Economic Development Director  
Agenda Item: Open Air Canby Outdoor Seating Program  
Goal: Choose an item.  
Objective: Choose an item.

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### Summary

At the June 15<sup>th</sup> City Council meeting, City Council directed staff to bring forward a continuation of the temporary Open Air Canby program. The Open Air Canby program was created for expanded outdoor seating in private lots and private parking lots.

### Background

In October 2020, the City Council adopted Resolution 1342 which created Open Air Canby, a temporary program aimed at expanding outdoor seating for local businesses due to the COVID-19 pandemic. The program was originally due to sunset on December 31, 2021. At the October 20, 2021 City Council meeting, Mayor and Council discussed the program and agreed to consider a continuation of the program. The Open Air Canby program was extended until June 30<sup>th</sup>, 2022 by Resolution 1360 at the City Council meeting held November 17<sup>th</sup>, 2021.

At the May 18<sup>th</sup>, 2022 City Council meeting, City staff presented an update to the Mayor and Council on the Open Air Canby program. The discussion included background information on the program, neighboring community programs, and a discussion of current practices. The Mayor and Council determined at that time to allow for the Open Air Canby program to sunset at the June 30, 2022 date. At this time, there is one business, FOB Taproom, participating in the Open Air Canby program.

During the June 15<sup>th</sup>, 2022 public input portion of the City Council meeting, the owners and patrons of FOB Taproom requested the extension of the Open Air Canby Program. FOB Taproom is located at 1109 SW 1st Avenue, Suite D, and the businesses has participated in the City's Open Air Canby program since its inception. Steve Puga, owner of FOB Taproom, expressed previously to staff and at the June 15<sup>th</sup> City Council meeting that the outdoor seating has helped his business to survive during the pandemic. Puga worked with the property manager of the building which FOB is housed in to relocate the ADA parking stalls. The ADA parking had previously been located directly in front of FOB's front door and have now shifted so the Open Air participation does not interfere with the ADA parking. Furthermore, in order to comply with OLCC requirements, the FOB Taproom staff need to have a sightline to those imbibing outside. The relocation of the ADA parking stalls included a curb cut and installation of a slight ramp for wheel chairs and an area for van accessibility.

### Discussion

The City of Canby's Planning Department has taken the lead on creating a permanent program outdoor seating program. The Planning Department has begun preliminary discussion and research on other communities' outdoor seating programs. City Council adopted an ordinance in April 2022 to allow for Food Cart Pods in Canby. At the staff

level, the Planning Department led the efforts to build the permanent Food Cart Pod ordinance. At a prior City Council meeting, the City Council instructed staff to ensure standards and requirements are complementary between the Food Cart Pod ordinance and the forthcoming Outdoor Seating program. Planning staff has indicated they believe the creation of a permanent outdoor seating program will take a minimum of 5 – 6 months as it will require time for staff to research and create the program, work session(s) between the Planning Commission and City Council, approval by the Planning Commission, and approval by the City Council.

#### **Attachments**

1. Resolution 1372 version 1
2. Resolution 1372 version 2
3. Updated Open Air Canby Program

#### **Fiscal Impact**

None.

#### **Options**

1. Approve Resolution 1372, a resolution to extend the Open Air Canby program until December 31<sup>st</sup>, 2022 or until an ordinance repeals the resolution.
2. Approve Resolution 1372, a resolution to extend the Open Air Canby program for current participants until December 31<sup>st</sup>, 2022 or until an ordinance repeals the resolution.
3. Decline to approve Resolution 1372, a resolution to extend the Open Air Canby Program.

#### **Recommendation**

City staff recommends the approval of Resolution 1372, a resolution to extend the Open Air Canby program until December 31<sup>st</sup>, 2022 or until an ordinance repeals the resolution.

#### **Proposed Motion**

“I move to approve Resolution 1372, a resolution to extend the Open Air Canby program until December 31<sup>st</sup>, 2022 or until an ordinance repeals the resolution.”

**RESOLUTION NO. 1372**

**A RESOLUTION OF THE CANBY CITY COUNCIL EXTENDING THE OPEN AIR CANBY PROGRAM, A TEMPORARY PROGRAM FOR USE OF PRIVATE PARKING LOTS AND PRIVATE OUTDOOR AREAS**

**WHEREAS**, the COVID-19 crisis significantly impacted the local economy, including eating/drinking establishments, recreational, personal services, and retail businesses (collectively “Businesses”), due to mandated partial and complete closures of many of these Businesses; and

**WHEREAS**, the business recovery efforts revealed Businesses can accommodate the regular number of customers within the confines of their space, as well as in adjacent outdoor spaces; and

**WHEREAS**, programs to use sidewalks, streets, and parking areas for Businesses have been established successfully in other jurisdictions; and

**WHEREAS**, a temporary moratorium on enforcement of parking minimums of the Canby Municipal Code will allow these Businesses greater flexibility, which is beneficial to the local economy; now therefore,

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

- 1. The Open Air Canby Program attached hereto as Exhibit “A” is in effect until December 31<sup>st</sup>, 2022.**

This resolution shall take effect on June 29<sup>th</sup>, 2022.

ADOPTED by the Canby City Council on the 29<sup>th</sup> day of June 2022.

ATTEST:

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

APPROVED:

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

**RESOLUTION NO. 1372**

**A RESOLUTION OF THE CANBY CITY COUNCIL EXTENDING THE OPEN AIR CANBY PROGRAM, A TEMPORARY PROGRAM FOR USE OF PRIVATE PARKING LOTS AND PRIVATE OUTDOOR AREAS, FOR ALL CURRENT PARTICIPANTS**

**WHEREAS**, the COVID-19 crisis significantly impacted the local economy, including eating/drinking establishments, recreational, personal services, and retail businesses (collectively “Businesses”), due to mandated partial and complete closures of many of these Businesses; and

**WHEREAS**, the business recovery efforts revealed Businesses can accommodate the regular number of customers within the confines of their space, as well as in adjacent outdoor spaces; and

**WHEREAS**, programs to use sidewalks, streets, and parking areas for Businesses have been established successfully in other jurisdictions; and

**WHEREAS**, a temporary moratorium on enforcement of parking minimums of the Canby Municipal Code will allow these Businesses greater flexibility, which is beneficial to the local economy; now therefore,

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

- 1. The Open Air Canby Program attached hereto as Exhibit “A” is in effect for all current participants until December 31<sup>st</sup>, 2022.**

This resolution shall take effect on June 29<sup>th</sup>, 2022.

ADOPTED by the Canby City Council on the 29<sup>th</sup> day of June 2022.

ATTEST:

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

APPROVED:

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



## Open Air Canby Program

### Program Introduction

To promote the continued recovery of small businesses, the City of Canby is temporarily suspending the enforcement of certain city codes (i.e. parking minimums) to allow outdoor expansion into private outdoor areas or private parking lots for customer seating. This program is not intended to circumvent Canby Building Code. An existing Sidewalk Café Permit application is available for business seating expansion into the public right-of-way.

The Open Air Canby Program will allow:

1. Eating/drinking establishments, recreational, personal services and retail businesses to temporarily expand customer seating into private parking lots, if they follow the requirements below. This is allowed city-wide.

The Open Air Canby Program was created in response to the COVID pandemic. The Canby City Council has deemed it appropriate and beneficial to businesses to extend the program through the summer and fall of 2022. The Economic Development Director or designee will serve as the Program Manager. The Program Manager will confer with the City's Planning Department to ensure all of the requirements have been met. This temporary program will expire December 31<sup>st</sup>, 2022.

The City of Canby's Temporary Vendor Permit will be required should a business choose to install a tent as part of the Open Air Canby Program. The fee to use the permit will be waived when it is used in conjunction with the Open Air Canby Program. The business owner will also contact the Clackamas County Building Codes Department and Canby Fire District to ensure the tent is in compliance. The Program Manager will work with applicants to guarantee they have the appropriate contacts at partnering agencies.

### I. Outdoor Expansion into Private Parking Lots: Program Requirements

Eating/drinking establishments, recreational facilities, personal services, and retail businesses with access to private outdoor areas or private parking lots may utilize these areas for additional customer seating, in accordance with the safety requirements outlined below. This expansion is allowed city-wide.

No permit is required from the City as long as all of the following requirements are met:

1. The business has permission to occupy the expansion area from the owner or landlord.

2. The expansion area is immediately adjacent to the parent business, or has the written approval of the immediately adjacent business.
3. Any and all current State of Oregon COVID-19 requirements are met: <https://govstatus.egov.com/OR-OHA-COVID-19>.
4. The expansion area does not include any Americans with Disability Act (ADA) parking spaces, loading zones or travel pathways.
5. The expansion area does not include any drive aisles or fire lanes.
6. The expansion area can be utilized without removing any landscaping and without otherwise resulting in permanent site improvements.
7. The outdoor activities must maintain 10 feet of clearance from any fire hydrants.
8. Current Oregon Liquor Cannabis Commission License - If alcohol is being served. OLCC may have additional requirements based on outdoor seating configuration.

*I have read and understand the requirements listed above. I shall hold the City of Canby, its officers, agents, and employees free and harmless from any claims for damages to persons or property including legal fees and costs of defending any actions or suits thereon, including appeals therefrom, which may result from granting this program.*

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



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council

Thru: Scott Archer, City Administrator

From: Joseph Lindsay, City Attorney/ Assistant City Administrator

Agenda Item: Resolution 1373, A Resolution Assigning Various City-owned Locations for Parks and Recreation Advisory Board Meetings.

Goal: Develop a more robust Parks & Recreation Program aligned with the Parks Master Plan

Objective: N/A

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### **Summary**

Canby Municipal Code (CMC) Chapter 2.56.070 states that unless and until another place is assigned to it by the City Council, the Parks and Recreation Advisory Board shall hold its meetings at City Hall. The Board would like to meet at Public Works, and the City Council can allow this by assigning other locations.

### **Background**

The Board used to meet at Public Works, and several members have come forward to request meeting there again. Staff from Parks and Works will enjoy meeting there, and recently a conference room was set up for zoom hybrid meetings.

### **Discussion**

Instead of assigning just one location, there was a suggestion that more locations could be assigned—however, the wish was that they locations at least be City-owned.

### **Attachments**

Resolution 1373

### **Fiscal Impact**

None

### **Options**

Pass the resolution and assign various City-owned locations for Board meetings.

Only assign Public Works as a new location.

Deny the resolution, and keep the Board meetings at City Hall.

### **Recommendation**

Pass the resolution as presented.

### **Proposed Motion**

I move to approve Resolution 1373, a resolution assigning various City-owned locations for Parks and Recreation Advisory Board meetings.



**RESOLUTION NO. 1373**

**A RESOLUTION ASSIGNING VARIOUS CITY-OWNED LOCATIONS FOR PARKS  
AND RECREATION ADVISORY BOARD MEETINGS**

**WHEREAS**, the Canby Municipal Code (CMC) Chapter 2.56.070 requires the City Council to assign the meeting locations of the Parks and Recreation Advisory Board if it differs from City Hall; and

**WHEREAS**, the Parks and Recreation Advisory Board has asked to meet at a different location than City Hall; and

**WHEREAS**, the City Council is willing to assign different meeting locations for the Parks and Recreation Advisory Board, as long as they are City-owned;

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

the people of the City of Canby hereby assign all City-owned locations as potential meeting places for the Parks and Recreation Advisory Board.

This resolution shall take effect June 29, 2022.

**ADOPTED** this 29th day of June, 2022, by the Canby City Council.

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Brian Hodson  
Mayor

ATTEST:

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Melissa Bisset  
City Recorder



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council

From: Scott Archer, City Administrator

Agenda Item: Ordinance No. 1577: An Ordinance authorizing the Canby City Administrator to amend the Ground Lease with Canby School District No. 86 to extend the term and create a Right of First Refusal.

Goal: Develop a more robust Parks & Recreation Program aligned with the Parks Master Plan

Objective: Explore partnership options with the School District for property sale, exchange, or long-term lease

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### Summary

Staff recommends Council approval of the attached Ground Lease Amendment with Canby School District for the property beneath and around the Canby Swim Center ("Pool") and Canby Adult Center. Because of the total value of the lease rate over the life of the agreement, Council will be required to adopt an accompanying ordinance.

### Background

The Canby Swim Center ("Pool") and Canby Adult Center facilities are owned by the City of Canby. The City operates the Pool while the Adult Center is operated in partnership with the Friends of the Canby Adult Center, a non-profit organization. While the City owns the buildings, the property beneath and around the buildings is owned by Canby School District. The City leases the property used by the buildings via long-standing agreements with the School District over the course of several decades. The most current lease agreement was ratified in 2016. This agreement only provides a length of term for one year at a time, with a clause for one-year renewals so long as either party does not terminate the agreement. Each of these two City facilities are well-used and highly valued by the Canby community. The existing agreement does not provide assurance of a lease beyond one year at a time, which creates challenges and uncertainty for the City. This is particularly problematic for creating long-term planning and exploring upgrades and improvements to the aging facilities.

### Discussion

The City Council expressed a desire for some type of a longer-term arrangement for the property on which the City-owned Canby Swim Center and Canby Adult Center facilities are located. This desire was further supported by the adopted 2022 City Council Goals and Objectives. Council directed staff to initiate formal negotiations with the Canby School District to seek a new agreement that would support the City's desire to have longer-term certainty, particularly for the purpose of being able to make investments in the facilities. The School District was highly cooperative and amenable to a longer-term lease arrangement. The parties quickly reached agreement on an amendment to the existing 2016 agreement. The Canby School Board has approved this amendment and we are now asking for Council's approval.

The proposed amendment alters the existing 2016 Ground Lease. Key terms of the amendment include:

- Terms of the Lease are modified to agreement on a ten (10) year lease effective July 1, 2022. At the end of ten years, the lease automatically renews for two (2) successive five (5) year per periods.

- Section 2.2 of the original ground lease is modified to acknowledge that the City provides use of the pool and services to the School District consistent with the historical school uses of the facility, at no additional cost. This includes swim lesson program and Canby High School swim team use.
- Right of First Refusal for the City. Should the School District attempt to sell the property associated with the Ground Lease during the term of this agreement, the City will have the first opportunity to consider purchasing the property.
- All other terms, condition, and provisions of the underlying Ground Lease remain the same.
- The City will continue to pay the base rent amount of \$20,000 annually. This is unchanged from the current agreement, and does not change over the life of the agreement.

Because the value of the lease rate to be paid by the City over the life of the agreement, an accompanying ordinance will be needed. The total amount of lease payments will be a minimum of \$200,000 and a maximum of \$400,000, depending on whether the renewal clauses are utilized at the end of each time period (10-20 years).

At the first reading of the ordinance on June 15, 2022, there was a Council question pertaining to the value of the historical school district uses of the Swim Center. Staff estimates that the total annual value of the school district uses included in the agreement is \$12,000. This includes elementary school swim lessons at a value of \$7,000 annually and Canby High School swim team use at a value of \$5,000 annually.

#### **Attachments**

2016 Ground Lease

2022 Ground Lease Amendment

Ordinance No. 1577

#### **Fiscal Impact**

\$200,000 - \$400,000

#### **Options**

1. Approve Ground Lease Amendment and adopt Ordinance No. 1577
2. Do not approve Ground Lease Amendment and do not adopt Ordinance No. 1577, leaving in place terms of the current 2016 Ground Lease.
3. Provide alternate direction to staff.

#### **Recommendation**

Staff recommends approval of Ground Lease Amendment and approval and adoption of accompanying Ordinance No. 1577

#### **Proposed Motion**

I move to adopt Ordinance No. 1577, An Ordinance authorizing the Canby City Administrator to amend the Ground Lease with Canby School District No. 86 to extend the term and create a Right of First Refusal.

Exhibit "A"

**GROUND LEASE**

THIS GROUND LEASE ("Lease") is entered into this 3<sup>rd</sup> day of August 2016 by and between the following parties:

LANDLORD: Canby School District No. 86  
1130 South Ivy Street  
Canby, OR 97013

and

TENANT: City of Canby, an Oregon  
municipal corporation  
PO Box 930  
Canby, OR 97013

Landlord owns the fee title to the following property (the "Property"):

Legally described in Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions set forth in this Lease:

**1. Lease of Property to Tenant; Lease Term; Possession**

1.1 **Lease of Property to Tenant.** Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, for the term, at the rental, and upon all of the conditions set forth in this Lease.

1.2 **Term of Lease.** This Lease shall commence on the 1<sup>st</sup> day of August, 2016 (the "Commencement Date") for one (1) full lease year (plus the partial month, if any, in which this Lease commences), unless sooner terminated or extended as provided in this Lease.

1.3 **Option to Renew.** This Lease shall automatically renew for successive periods of one (1) year each on the following terms and conditions, unless either party wishing to terminate the Lease provides the other party notice of such intent to terminate the Lease on or before January 1<sup>st</sup>, prior to the expiration of the then existing Lease Term.

1.3.1 In the event of notification of cancellation, the Lease shall terminate thereafter on June 30<sup>th</sup> of such year;

1.3.2 Land lord may increase the amount of base rent for any renewal term by providing notice to Tenant on or before January 1st prior to the expiration of the then existing Term of Lease. Any increase in base rent shall become effective July 1<sup>st</sup> of that that year.

1.3.3 If the increase in base rent referenced above cannot be mutually agreed on by the parties hereto, the amount of increased base rent shall be fixed by three arbiters whose decision shall be binding on the parties. One arbiter shall be appointed by the Landlord, one by the Tenant, and one appointed by the other two arbiters. The fees and costs of such arbiters shall be shared equally by the parties.

1.4 **Possession.** Tenant will be entitled to possession of the Property for purposes of this Lease upon the mutual execution of this Lease.

1.5 **Property Leased "As Is".** Except as otherwise expressly set forth in this Lease, the Property is leased to Tenant in its "As Is" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of Property for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the property.

## **2. Rental**

2.1 **Annual Base Rent.** (Initial Term). Tenant shall pay to Landlord as rent for the Property the sum of \$20,000 per year, in the form of monthly Lease payments of \$1,666.66, with the first payment due on or before July 31, 2010, and a similar payment to be made on or before the last day of each month thereafter through the entire Term of the Lease (the "rent" or sometimes referred to as the "base rent"). Rent for any partial month or partial year during the Term shall be a pro rata portion of the monthly or annual installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing. Rent will commence as of the Commencement Date. The parties acknowledge that the rent payable under this Lease has been established to reflect the savings of below-market rent resulting from Landlord's and Tenant's respective exemption from taxation.

2.2 **Property Use as Rent.** Tenant agrees to offer use of pool and services to Landlord without charge, in the same manner and at a level of use equal to the average annual use of Landlord for the period beginning July 1, 2010 through June 30, 2015.

2.3 **Right to Adjust.** Tenant and Landlord mutually agree that should either party determine that the total value of Lease Payments, as determined by adding the Annual Base Ground Lease

Rents (as described in 2.1), and the value of Property Use Rent (as described in 2.2), is no longer a reliable estimate of a reasonable lease rate, Tenant and Landlord shall negotiate a revised lease rate as provided in Section 1.3 of this agreement.

2.4 **Additional Rent, No Offsets.** All payments required to be paid by Tenant under this Lease, other than base rent, will constitute additional rent. All rent (including base and additional rent) shall be received by Landlord without set-off, offset, abatement, or deduction of any kind.

2.5 **Net Lease.** The rental paid by Tenant shall be a fully net (sometimes referred to as "triple net" or "absolute net") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the base rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Property. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Property.

### 3. **Use of Property**

3.1 **Permitted Use.** Tenant shall use the Property primarily for the purpose of maintaining a community swimming pool thereon and for other related community recreation projects, including the Canby Adult Center, but for no other purposes. Tenant shall not cause or permit candy or other food products to be sold on the pool premises to school children during school hours; and Tenant shall not allow school aged children to smoke or loiter on the Property and will cooperate with Landlord or its agents in controlling any such activities. If Tenant proposes to change the use of the property, Tenant will not do so without first obtaining the prior consent of Landlord to such change in use, which consent may be withheld in Landlord's sole discretion.

3.2 **Parking Overflow.** Tenant may utilize the parking lot of Landlord's district office/Ackerman building when necessary to accommodate overflow parking from Tenant's use of the property after hours, on non-school days, and at other times when such use would not interfere with Landlord's school day parking needs.

3.3 **Compliance with Legal Requirements.** In connection with its use, Tenant shall keep and maintain the Property in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the "Legal Requirements").

3.4 **Nondisturbance.** The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.



3.5 **Hazardous Substances.** Landlord represents and warrants that, as of the date of this Lease, and to the best of Landlord's knowledge, no hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property from any source whatsoever by Landlord, its agents, independent contractors or invitees, other than Permitted Products (as defined below).

Tenant (as to the Property, during the Term) and Landlord (as to any adjoining property owned or operated by it, if any), have not, and shall not, allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

Tenant will indemnify, hold harmless, and defend Landlord, and its successors and assigns, from any and all claims, losses, damages, response costs and expenses arising out of or in any way relating to the presence of hazardous substances in, on, or beneath the Property that first occurred or accrued from and after the date of turnover of possession of the Property to Tenant, whether caused by Tenant or third parties.

The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "Environmental Laws"). However, the foregoing requirements and limitations will not apply to products such as landscape fertilizer, cleaning and other products and materials that are in ordinary quantities and customarily used in the cleaning, maintenance and operation of residential and commercial facilities (the "Permitted Products"), but each party will in any event cause any Permitted Products to be held or used in accordance with all applicable Environmental Laws.

#### 4. **Maintenance; Taxes; Utilities**

4.1 **Maintenance.** Tenant will be responsible for maintaining the Property in good order, condition repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws, including (without limitation) those requiring any structural or nonstructural alteration of the Ground Lease

Property (subject to any requirement of Tenant to obtain Landlord's consent herein) including, without limitation, all landscaping, buildings, driveways, parking lots, fences and signs located in the Property and all sidewalks and parkways adjacent to the Property.

4.2 **Taxes and Assessments.** Tenant shall pay (or cause to be paid) any property taxes, assessment and public charges ("taxes") on the land, and on the improvements thereon, subject to the provisions of this Lease.

4.3 **Tenant's Election to Contest.** Tenant may withhold payment of any tax or assessment on the Property if a good faith dispute exists as to the obligation to pay, so long as Landlord's property interest is not jeopardized. If the Property is subjected to a lien as a result of nonpayment, Tenant shall provide Landlord with assurances reasonably acceptable to Landlord that Tenant can and will satisfy the lien before enforcement against the Property.

4.4 **Utilities.** Tenant will be responsible for causing to be paid all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, telephone service, water and sewer.

## 5. **Liens and Indemnification**

5.1 **Liens.** Tenant shall pay (or caused to be paid) as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free from any liens which could result in foreclosure of Landlord's or Tenant's interest in the Property, except for financing by Tenant on its leasehold estate (which will bind Tenant's interest but not constitute a lien against Landlord's fee title). If Tenant fails to pay such claim or to discharge any lien Landlord may elect (in its discretion) to do so after at least ten (10) days' written notice to Tenant of Landlord's intention to do so, and in that event, Landlord may collect back from Tenant the amount so paid, as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 10.4 below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

5.2 **Indemnification.** Tenant (the "Indemnitor") shall indemnify the Landlord (the "Indemnitee") from any loss, liability, claim of liability or expense (including reasonable attorneys' fees and litigation expenses) arising out of or related to the Property or Building and arising out of or related to (i) any violation of law by the Indemnitor or its owners, agents, independent contractors, invitees, trespassers and employees (the "Covered Persons"), (ii) for any loss, injury or damage to Tenant or to any other person, or to its or their property, caused upon or about the Property, irrespective of the cause of such injury, damage or loss except to the extent caused by or resulting from the intentional torts of Landlord, or (iii) any negligent action or inaction of the Indemnitor or its Covered Persons. Further, Landlord shall not be liable: (i) for



any damage caused by other persons in, upon or about the Property, or caused by operations in construction of any work on the Property; or (ii) in any event for consequential damages, including lost profits of Tenant or any person claiming through or under Tenant. The provisions of this section shall survive the expiration or earlier termination of this Lease.

5.3 **Disclaimer of Landlord's Responsibilities.** Landlord shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant, and no construction lien or other lien for such work, labor or services or material furnished shall attach to or affect the reversionary interest of Landlord in any building(s) or any construction, alteration, repair, or improvement erected or made by Tenant on the Property. Nothing contained in this Lease shall be deemed or construed in any way as constituting the request of consent of Landlord, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific construction, alteration, repair or improvement to or on the Property or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against Landlord's interest in the Property.

## 6. **Insurance; Restoration of Damage**

6.1 **Liability Insurance.** Tenant (as to the Property, during the Term) shall continuously maintain, at its expense, commercial general liability ("CGL") insurance with a combined single limit initially of \$2,000,000, or such greater amount approved by the parties as may from time to time customarily be furnished by tenants under comparable leases. Tenant shall name the Landlord as an additional insured, and the liability insurance will otherwise comply with paragraph 6.2 below.

6.2 **Form of Insurance.** All policies may be part of blanket coverage relating to properties owned or leased by Tenant. Tenant will deliver to Landlord certificates of such insurance coverage prior to or concurrent with Tenant's obtaining possession of the Property and thereafter, as to policy renewals, Tenant will deliver to Landlord certificates of coverage (or other confirmation of arrangements for coverage) within 15 days prior to the expiration of the term of each such policy. Tenant's insurance shall name Landlord as an additional insured. All of Tenant's insurance shall provide for thirty (30) days' written notice to Landlord prior to cancellation, non-renewal or material modification.

## 7. **Condemnation**

If the entire Property is condemned, or if a portion is taken which causes the remainder to be reasonably unusable for the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Property is taken by the

condemning authority. The net condemnation proceeds shall be divided between Landlord and Tenant in proportion to the value of their respective interests in the Property immediately prior to the taking. If only a portion of the Property is taken and this Lease is not terminated, then (i) Tenant shall use the condemnation proceeds to make necessary repairs and alterations to the Property to permit Tenant to continue its operations thereon, and (ii) the remaining balance, if any, of the condemnation award attributable to the Property and Building shall be divided between Landlord and Tenant in proportion to the value of their respective interests in the Property immediately prior to the taking.

Tenant will be entitled to retain any award specifically made to Tenant for interruption of business, moving expenses, or the taking of Tenant's improvements, equipment or fixtures. Landlord will be entitled to any award specifically made to Landlord as severance damages for the effect of any taking on any adjoining property owned by Landlord that is not part of the Property under this Lease.

In the event of condemnation, rent shall be abated during the period of restoration, and shall be reduced for the remainder of the lease Term to the extent and in the same proportion as the reduction in the fair market rental value of the Property caused by the Property. Sale of all or a part of the Property to a purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of the power shall be treated as a taking by condemnation.

#### 8. **Transfers by Tenant.**

8.1 **Transfers Prohibited Without Consent.** Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

#### 9. **Events of Default**

The following shall be "Events of Default":

9.1 **Unauthorized Transfer.** Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest or the building on the Property without the prior written consent of Landlord.

9.2 **Payment Default.** Failure of Tenant to make any rent or other payment to be made to Landlord under this Lease within 20 days after receipt of written notice of nonpayment.

9.3 **Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable  
Ground Lease

particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

9.4 **Notice of Action to Retake or File Suit.** Prior to taking any action to re-enter or retake possession of the Property, or to sue Tenant for damages for default, Landlord will provide Tenant with at least ten days' notice of Landlord's intent to pursue the particular remedy or remedies if the default is not cured within such time period. Such notice may be given concurrently with or separately from the notices specified above.

## 10. **Remedies on Default**

Upon default, after expiration of notice and cure periods provided in Section 9, Landlord may exercise any one or more of the following remedies:

10.1 **Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Property and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

10.2 **Re-letting.** Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

10.3 **Damages for Default.** Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Property for the remainder of the term, discounted to the time of judgment at the rate of 9 percent per annum.

10.4 **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys'

fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until full paid at the rate of 12 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

10.5 **Other Remedies.** Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

## **11. General Provisions**

11.1 **Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall not be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

11.2 **Proration of Rent.** If this Lease starts or ends during a rental period, the rent (including taxes and any other charges) shall be prorated as of such date. Upon termination, other than for default, prepaid rent shall be refunded, if applicable.

11.3 **Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

11.4 **Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

11.5 **Entry by Landlord.** Except as otherwise provided herein, Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant; however, Landlord or its authorized representatives may enter any building or improvement constructed on the Property under Tenant's exclusive control only upon 24 hours' notice to Tenant.

11.6 **Estoppel Certificates.** Within 10 days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

11.7 **Surrender of Premises; Demolition.** Upon the termination of this Lease, for any reason whatsoever, Tenant shall promptly vacate the property and deliver the same to Landlord in as good order and repair as said Property was at the



commencement of this Lease, ordinary wear and tear accepted. Notwithstanding the foregoing, upon termination of this Lease and vacation of the Property by Tenant, Tenant shall cause the demolition and removal of the swimming pool improvement on the property, and the re-gradng of the property as necessary, prior to Tenant's surrender of the Property to Landlord. Except as provided above, all additions to or alterations of the Property, whether installed by Landlord or By Tenant, excluding any trade fixtures, shall at once become part of the realty and belong to Landlord. Tenant agrees to restore any damage caused by the removal of any property Tenant is entitled to remove, pursuant to this Section.

11.8 **Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "Notices") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three business days after mailing, properly addressed. Couriered Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the following addresses:

If to Tenant, to it at:

**City of Canby, an Oregon municipal Corporation**

PO Box 930  
Canby, OR 97013

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

If to Landlord, to it at:

**Canby School District No. 86**

1130 South Ivy Street  
Canby, OR 97013

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

From time to time any party may designate a new address for purposes of Notices hereunder by Notice to the other party. Delivery of the copy of any notice to the places to which copies are to be sent is not a precondition to the effectiveness of the notice as to the parties to this Lease. As used in this Lease, the term "business day" means a day, other than Saturday or Sunday and national holidays, on which banking institutions in Portland,

Oregon are generally open for business to the public, and "normal business hours" means 9:00 a.m. to 5:00 p.m. on any such business day.

11.9 **Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, upon appeal and on any petition for review, in addition to all other sums provided by law.

11.10 **Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venture with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

11.11 **Applicable Law.** The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease.

11.12 **Prior Agreements.** This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.

11.13 **Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

11.14 **Recording; Quitclaim.** Tenant shall not file or record this Lease without the specific prior written consent of Landlord, but the parties may execute a good and sufficient memorandum of lease for purposes of recording in a form acceptable to Landlord. Upon expiration or earlier termination of this Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of Tenant's interests in the Property and improvements that will remain on the Property.

11.15 **Merger of Estates.** In the event and at such time as Landlord may own and hold both the landlord's and tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

11.16 **Authorization of Lease; Facsimile Signatures.** Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall

confirm facsimile-transmitted signatures by signing an original document.

11.17 **Brokers.** Neither party has used a real estate broker in connection with this transaction. Each party will defend, indemnify, and hold harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.

11.18 **Section Headings.** The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

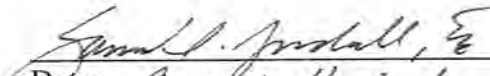
11.19 **Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

11.20 **Exhibits.** All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Ground Lease to be duly executed under seal by an officer thereunto duly authorized as of the date and year first above written.


LANDLORD:

**CANBY SCHOOL DISTRICT NO.86**

  
Date: August 11, 2016  
Name: Samuel Goodell  
Title: Superintendent

TENANT:  
corporation

**CITY OF CANBY, an Oregon municipal**

  
Date: August 3, 2016  
Name: Brian Hodson  
Title: Mayor

## **EXHIBIT "A"**

### **DESCRIPTION OF PROPERTY**

A Parcel of land located in the Northeast one-quarter of Section 4, Township 4 South, Range 1 East of the Willamette Meridian, in the City of Canby, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

Commencing at the intersection of the Northerly line of that Tract of land dedicated for road purposes in that Deed recorded as Document No. 97-023967, Clackamas County Deed Records, with the East right-of-way line of South Ivy Street, said point being North 89°16'09" West a distance of 1259.47 feet and North 00°31'13" East a distance of 67.35 feet from the East one-quarter corner of said Section 4, said intersection point being the true point of beginning of the Parcel of land herein described; thence North 00°31'13" East, along said East right-of-way line, a distance of 484.94 feet to a point; thence South 89°33'00" East a distance of 220.19 feet to a point; thence South 00°50'30" West a distance of 513.36 feet to a point on said North line of said Document No. 97-023967 Tract; thence North 89°16'09" West, along said North line, a distance of 190.17 feet to an angle point in said North line; thence continuing along said North line, North 44°09'45" West a distance of 38.60 feet to the true point of beginning of the Parcel of land herein described.

Said Parcel of land contains an area of 2.5668 acres more or less.



## AMENDMENT TO GROUND LEASE BETWEEN CANBY SCHOOL DISTRICT NO. 86 AND CITY OF CANBY

This amendment alters the **GROUND LEASE** (originally dated August 3, 2016), between the Canby School District No. 86 (Landlord) and the City of Canby (Tenant) regarding the real property located beneath and around the Canby Swim Center and Canby Adult Center. The GROUND LEASE between the parties will remain in full force and effect, and the parties agree here that the lease will only be changed in the following ways:

**Term of the Lease:** Both parties agree to a ten (10) year lease starting on July 1, 2022 and extending until July 1, 2032. The lease shall automatically renew for two (2) successive five (5) years periods at the end of the original ten (10) year period unless either party wishing to terminate the GROUND LEASE provides the other party advanced, written notice of such intent to terminate on or before the January 1<sup>st</sup> prior to the expiration of the then existing lease term.

Section 2.2 of the Ground Lease is hereby amended and restated to read as follows:

**Property Use as Rent:** Tenant agrees to offer use of pool and services to Landlord without charge, in the same manner and at a level of use equal to the average annual use of Landlord for the period beginning July 1, 2010 through June 30, 2015, and the Tenant agrees to provide the swim lesson program for all district grade two (2) students and the Canby High School swim team's customary uses of the pool at no added cost to the Landlord.

**Right of First Refusal:** In the event that the Landlord attempts to sell the property associated with this GROUND LEASE at any time within the term of the lease, Landlord agrees to first offer to sell the property to Tenant at the current market value as reasonably determined by Landlord at the time of the offer. This offer shall be in writing and remain open and valid for at least sixty (60) days or until the parties agree on acceptable terms of the offer, leading to acceptance by both parties, if sooner. Both parties are cognizant of the need to work through public Boards that must act through duly-noticed public meetings, so the parties agree to act in good faith to appropriately secure this right of first refusal in the event that the purchase or other conveyance of this property becomes a possibility.

All other terms, conditions, and provisions of the underlying GROUND LEASE remain the same. If any of the terms or conditions conflict with these amendments, these amendments supersede the older terms and conditions. If any term, condition, or provision of this Lease is found to be unlawful by a final decision of a court of competent jurisdiction or ruling of any administrative agency, said provision shall be modified to comply with said law or decision if possible, and the other remaining provisions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned attest their authority to sign and have caused this amendment to the GROUND LEASE to be duly executed and binding upon the parties.

FOR THE LANDLORD:

CANBY SCHOOL DISTRICT NO. 86

Signature: 

Print Name/Title: Dr. Aaron Downs, Superintendent

Date: May 23, 2022

FOR THE TENANT:

CITY OF CANBY

Signature: \_\_\_\_\_

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

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

The GROUND LEASE, a thirteen (13) page document, is attached as Exhibit A and contains a description of the property on the final page.

## **ORDINANCE NO. 1577**

### **AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO AMEND THE GROUND LEASE WITH CANBY SCHOOL DISTRICT NO. 86 TO EXTEND THE TERM AND CREATE A RIGHT OF FIRST REFUSAL**

**WHEREAS**, the City of Canby owns its Swim Center and Adult Center buildings atop property owned by the Canby School District No. 86; and

**WHEREAS**, the City of Canby and the Canby School District have an ongoing ground lease for this arrangement; and

**WHEREAS**, the City and School District both desire to amend the current ground lease to include a longer 10-year term and a right of first refusal;

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

1. The Canby City Council authorizes the City Administrator to enter into the attached amendment to the ground lease between the City of Canby and Canby School District No. 86

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 15, 2022, 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 special meeting thereof on Wednesday, June 29, 2022, commencing at the hour of 6:00 p.m. in the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Melissa Bisset, CMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a special meeting thereof on June 29, 2022 by the following vote:

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

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Brian Hodson  
Mayor

ATTEST:

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Melissa Bisset, CMC  
City Recorder



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council

Thru: Scott Archer, City Administrator

From: Melissa Bisset, HR Director/ City Recorder

Agenda Item: Ordinance No. 1579: An Ordinance authorizing the City Administrator to execute a contract with trüpp for a Classification, Compensation and Pay Equity Study.

Goal: N/A

Objective: N/A

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### Summary

The purpose of the Classification, Compensation and Pay Equity Study is to address changes in City's operations and staffing since the last full comprehensive review.

The objectives are to:

1. Attract and retain qualified employees.
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together.
3. Provide a modern and innovative classification and compensation structure that promotes and supports equity.
4. Provide justifiable and legally compliant pay differential between individual classes.
5. Be an employer of choice by maintaining a competitive position with other comparable government organizations.

All work will be done with regular involvement of the Human Resource Department. Key stakeholders include the City Council, City's Leadership team, two labor groups, and employees. The work will include regular presentations and meetings with these individuals and/ or groups and incorporating their input into the process.

The project is estimated to take six months with the work beginning in early August, 2022.

During the first reading of the Ordinance related to this contract, there was a request to see the costs of the proposals. The pages from the Proposals have been included as an attachment.

Proposals were evaluated and ranked by the criteria listed below. For further details about the criterion, please see page 6 of the RFP attachment.

Cover Letter - Pass/ Fail

Qualifications – 20%

Ability to Perform – 30 %

Performance History – 30%

Fees – 20%

Four proposals were received. A City review committee reviewed and ranked the proposals based on the criteria above and the most responsive, qualified bid and highest ranked proposal was determined to be from trüpp. The ranking was as follows:

1. Trüpp

2. Gallagher
3. McGrath
4. Evergreen

Trüpp also received the highest score of 296/ 300 with the next highest score being 245.

**Attachments**

Ordinance No. 1579

Personal Services Agreement

RFP

Cost pages from Proposals.

**Fiscal Impact**

\$88,800

**Options**

1. Approve the Ordinance.
2. Take no Action

**Recommendation**

Approve the Contract with trüpp for a Classification, Compensation and Pay Equity Study.

**Proposed Motion**

I move to adopt Ordinance No. 1579 An Ordinance authorizing the City Administrator to execute a contract with trüpp for a Classification, Compensation and Pay Equity Study.

## **ORDINANCE NO. 1578**

### **AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH TRUPP FOR A CLASSIFICATION, COMPENSATION & PAY EQUITY STUDY**

**WHEREAS**, on April 22<sup>nd</sup>, 2022, the City of Canby published a Request for Proposals for a Classification, Compensation and Pay Equity Study; and

**WHEREAS**, a City review committee reviewed the proposals and recommended the award of the contract to trüpp; and

**WHEREAS**, the cost of the contract with trüpp; \$88,800;

**WHEREAS**, the City of Canby has budgeted expenditures for this work.

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

1. The Canby City Council authorizes the City Administrator to execute a contract with trüpp and expend payment of \$88,800 to trüpp for a Classification, Compensation and Pay Equity Study.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 15, 2022, 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 special meeting thereof on Wednesday, June 29, 2022, commencing at the hour of 6:00 p.m. in the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Melissa Bisset, CMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a special meeting thereof on June 29, 2022 by the following vote:

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

---

Brian Hodson  
Mayor

ATTEST:

---

Melissa Bisset, CMC  
City Recorder



## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and **Trupp HR, Inc.** (Contractor).

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that **\$ 88,800** is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised

Statutes.

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

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

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

7. Term.

- A. This Agreement may be terminated by:

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

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

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to

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

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

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

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

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

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

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

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this

Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Scott Archer, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR:

**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

6/8/22

## LIST OF SUBCONTRACTORS

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

[illegible]

**The City hereby approves the above listed subcontractors.**

City of Canby

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**Date**



## REQUEST FOR PROPOSALS

CITY OF CANBY, OREGON

# CLASSIFICATION, COMPENSATION & PAY EQUITY STUDY

RFP Circulation Date:  
Friday, April 22, 2022

Proposal Submission Deadline:  
Wednesday, May 25, 2022 – 11:59 PM PST

## **INTRODUCTION**

The City of Canby is requesting proposals for a **Classification, Compensation and Pay Equity Study**. Proposal requirements are contained in this document. The purpose of this RFP is to provide a fair evaluation for all candidates and to provide the candidates with the evaluation criteria. **Proposals are due Wednesday, May 25, 2022 by 11:59 PM PST**. Late proposals will not be accepted.

### **About the City**

The City of Canby has 126 employees and operates under the Council-Administrator form of government. The City Council consists of a Mayor and six Councilors. The City Administrator directs City operations. The City provides a full range of services performed by a variety of departments. This includes public safety, library, construction and maintenance of streets, parks, cemetery, and sewer infrastructure, recreational activities and swim center, a transit system, current and long range planning, and development review. Canby also owns and operates a wastewater system and treatment plant.

The City of Canby serves more than 18,000 residents. Canby's city limits span 4.5 square miles along Hwy 99E, just four miles from Interstate 5. Canby is part of the Willamette Valley located in southwest Clackamas County. Canby is the home of the Clackamas County Fair Grounds, and bordered by the City of Wilsonville to the west, Oregon City to the north, and the City of Aurora to the south.

The City of Canby's mission statement is as follows:

To maintain and improve the quality of life and environment for all within the Canby Community.  
To accomplish this we will:

- Facilitate the provision of needed services and infrastructure.
- Promote community-oriented decision making.
- Advocate accessibility and equity in process and service.
- Nurture a sense of community and responsibility between generations.

For more information about the City of Canby refer to the City website at [www.canbyoregon.gov](http://www.canbyoregon.gov).

### **Goals and Objectives**

The purpose of the Classification, Compensation and Pay Equity Study is to address changes in City's operations and staffing since the last full comprehensive review.

The City's objectives are to:

1. Attract and retain qualified employees.
2. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together.
3. Provide a modern and innovative classification and compensation structure that promotes and supports equity.
4. Provide justifiable and legally compliant pay differential between individual classes.

5. Be an employer of choice by maintaining a competitive position with other comparable government organizations.

All work will be done with regular involvement of the Human Resource Department. Key stakeholders include the City Council, City's Leadership team, two labor groups, and employees. The work will include regular presentations and meetings with these individuals and/ or groups and incorporating their input into the process.

The study will evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. The consultant will perform or provide the following:

## **SCOPE OF SERVICES**

### **A. Overview**

1. Conduct a comprehensive evaluation of current regular-status staffing, classification, and compensation structure at the City of Canby.
2. Review current classifications and recommend changes to classification specifications and internal structure.
3. Conduct total compensation survey of comparator agencies.
4. Recommend a system to administer compensation and classification systems that comply with pay equity requirements and meet the City of Canby's joint labor-management interests.
5. Provide a final report on Classification, Compensation and Pay Equity Plan to include and prioritize recommended updates to class/comp systems, individual classifications or series, total compensation, and ongoing program administration.

### **B. Information Meetings**

1. Schedule initial meeting(s) with HR and key stakeholders.
2. Conduct orientation and briefing sessions to explain the scope of the study to Leadership team and bargaining units and non-represented employees.
3. Provide periodic status reports on progress as requested.
4. Present final report and present to key stakeholders, including as requested.
5. Present final report at a City Council Meeting.

### **C. Classification Study**

1. Review up to 85 current classification specifications and analyze essential duties, knowledge, skill, ability, education and experience relevance, series/class hierarchy, conformity with ADA language relative to essential job functions (including physical requirements), position summaries, class characteristics, supervision received and exercised, position duties, and special requirements including license and certification requirements.
2. Develop and distribute Position Description Questionnaires (PDQ) to up to 95 employees.
3. Review and analyze completed PDQ's.



4. Conduct interviews with supervisor or representative sample of covered employees in up to 65 classifications as needed.
5. Review various job series to assess the City of Canby's interest in providing opportunities for career progression and overall effectiveness in meeting operational needs.
6. As appropriate, recommend creating, updating, and/or archiving classifications.
7. Draft class specifications in a format approved by human resources, including:
  - a. A summary of the job classification.
  - b. Class characteristics describing supervision exercised and received and distinguishing characteristics.
  - c. A comprehensive description of the essential job functions including other duties as assigned.
  - d. Requirements and preferences of job-related education, experience, knowledge, skills, and abilities.
  - e. Physical working environment.
  - f. Licenses, certifications, driving requirements, physical requirements in compliance with the American with Disabilities Act (ADA), and applicable additional requirements.
  - g. Appropriate FLSA exemption designation under state and federal wage & hour law for new or substantially updated classifications.
8. Draft an appeal process.
9. Provide a transparent, equitable, and user-friendly administration system that the HR department will use to keep the classification system current. Maintenance should include annual activities, as well as the process to be used in the review of the classification of individual jobs, as needed.

**D. Compensation Study**

1. Review of current compensation structures and procedures.
2. Develop and conduct a comprehensive compensation and benefits survey to include health and retirement benefits, paid time off, and fringe benefits. Consultant to recommend number and identification of comparator agencies, and classifications with input from HR.
3. Provide market data of City classifications matched to both the range and average incumbent salary of like positions at comparator agencies. Benchmarking may be used in some cases.
4. Recommend updates to compensation structure for regular-status employees to include rate ranges, steps, pay grades, internal relationships and equity.
5. Recommend a pay equity-based practice for placement of new employees on the salary range and progression through the range.
6. Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include activities such as placement of new classifications, periodic market surveys, and cost of living or cost of labor adjustments.

## **PROPOSAL SUBMITTAL**

Proposals must be submitted no later than **Wednesday, May 25, 2022 by 11:59 pm**. Submit electronic copies of the proposal to [bissetm@canbyoregon.gov](mailto:bissetm@canbyoregon.gov) and [spellmant@canbyoregon.gov](mailto:spellmant@canbyoregon.gov).

Proposals received after the submittal deadline will not be considered. No fax or mail proposals will be considered.

Questions regarding submittals should be directed to **Melissa Bisset**, [bissetm@canbyoregon.gov](mailto:bissetm@canbyoregon.gov). **Questions will be accepted through May 10, 2022.**

## **Pre-proposal Conference/Addenda**

No pre-proposal conference has been scheduled for this project. The City of Canby may schedule a pre-proposal conference if warranted by the need to provide a significant amount of additional information. The City of Canby will endeavor to notify all recipients of this RFP of the date and location of such a conference. The City of Canby cannot guarantee that all recipients will receive notification and is not liable for the failure to notify. Agents are responsible for checking with the City of Canby to determine if a pre-proposal conference will be held.

The City of Canby may issue addenda to this RFP that update or modify RFP requirements. The City of Canby will endeavor to email addenda to all recipients of this RFP. The City of Canby cannot guarantee that all recipients will receive the addenda and is not liable for the failure to deliver addenda. Agents are responsible for checking with the City of Canby to determine if they have received all addenda.

## **Anticipated Schedule**

The following schedule outlines the anticipated schedule for the RFP process. The timing and the sequence of events resulting from this RFP may vary and the City of Canby reserves the right to change the schedule without notice.

<b>Event</b>	<b>Anticipated Date</b>
<b>RFP Documents Distributed</b>	<b>April 22, 2022</b>
<b>Proposals Due Date</b>	<b>May 25, 2022</b>
<b>Anticipated Start Date</b>	<b>July 15, 2022</b>

## **PROPOSAL FORMAT**

Proposals submitted in response to this request should be clearly identified, clear and to the point. Emphasis should be placed on specific qualifications of the people actually performing on the project and/or product provided and the organizations ability to manage the project.

Proposals will include the following headings to assist in the evaluation.

1. Cover Letter (Pass/ Fail)

Provide a letter of introduction signed and dated by the authorized representative of the organization submitting the proposal. Provide a statement that your proposal will be valid for a minimum period of 120 days; and acknowledgement receipt of any addenda issued during the RFP process.

2. Qualifications (20 Percent)

Provide general information relative to the organizations size, history, years in business, location of working office, areas of expertise and proposed service team structure. References to applicable awards, associations, product samples, etc. may also be included.

3. Ability to Perform (30 Percent)

Provide an overview of the organization's specific experiences on similar projects with description of how projects are managed to meet project requirements and schedule. Demonstrate the organizations capabilities, innovate approaches and/or special methodologies used to complete similar projects.

Respondent will include a listing of key personnel associated with the items to be provided in the scope of work. Information, such as a resume, should be included for key personnel, which describes responsibilities and duties performed for similar work scopes.

4. Performance History (30 Percent)

Provide at least three (3) clients, within the last five (5) years, for similar projects that directly relate to the scope of services to be offered by your firm. References should include:

- Name of organization and Contact Person
- If the organization is a public entity
- Contact telephone number
- Contact email address
- Type of Project and scope of services provided
- Original contract value

5. Compensation Information and Fees (20 Percent)

Provide a fee schedule of hourly rates / product costs / etc. This section should include an estimated total cost of the project and timeline for completion based on the scope of work.

6. Appendix

- List any requirements or provisions contained in this RFP that you believe are unfair or prejudicial, or limits competition, please explain your opinion.
- Provide insurance policy limits for the following kinds of insurance: Workers compensation and employers' liability; and Commercial or Comprehensive general liability.

- If the execution of work to be performed requires the hiring of sub-contractors, you must clearly state this in the proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal, please provide the name, address and EIN of the sub-contractors. The city of Canby retains the right to refuse the sub-contractors you have selected.

Proposing firms are encouraged to use the State's OMWESB website (<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>) for identifying potential MWESB sub-consultants.

## **PROPOSAL CONDITIONS**

### **RFP not Basis for Obligations**

This RFP does not constitute an offer to contract and does not commit the City of Canby to the award of a contract to anyone, or to pay any costs incurred in the preparation and submission of proposals. The City of Canby reserves the right to reject any or all proposals that do not conform to the requirements stated herein. The City of Canby also reserves the right to cancel all or part of this RFP for any reason determined by the City of Canby to be in the public interest.

### **RFP Protests**

Any protests to this RFP must be in writing and received by the City of Canby not less than ten (10) days prior to closing, including any extensions to the closing date. The protest must conform to ORS 279B.405.

### **Contract Terms**

Contracts resulting from this RFP will materially conform to the City's Professional Services Agreement, incorporated into this RFP by reference and available for review from the City of Canby, subject to the City of Canby's right to negotiate as describe in this RFP.

## **SELECTION PROCESS**

### **Proposal Evaluation**

The city of Canby will evaluate the proposals in accordance with the evaluation criteria below and may contact former clients and/or conduct interviews. The City of Canby will then rank the proposals. Contract negotiations will occur with the highest ranked consultant. In the event these negotiations are unsuccessful, the City of Canby will terminate the negotiations and will begin negotiations with the second highest ranked consultant. Proposing consultants will be notified when the City of Canby has selected a consultant and negotiations have been completed.

Criterion	Weight or Points
Cover Letter	Pass / Fail
Qualifications	<b>20%</b>
Ability to Perform	<b>30%</b>
Performance History	<b>30%</b>
Fees	<b>20%</b>
<b>TOTAL</b>	<b>100</b>

### **Alternative Add Item**

#### **Staffing Level Study**

Conduct a staffing level study of comparator agencies, to include headcount of full-time, benefits-eligible positions and non-benefits eligible, part-time/seasonal employees.

Include a staffing level study in comparator agency survey to include administrative to program staffing ratios, span of supervisory control, and part-time/seasonal to regular-status employee ratios.

Provide a final report to include and prioritize recommended updates to staffing ratios.

# Classification, Compensation & Pay Equity Study Proposal

prepared for



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submitted by

trüpp

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## Compensation Information and Fees

### Estimated Timeline for Completion

ACTIVITY	MONTHS →	M1	M2	M3	M4	M5	M6
Project Launch							
Classification Study							
Compensation Study							

### Estimated Total Cost of Project

ACTIVITY	Estimated Units	Unit Rate	Total Estimated Cost
PROJECT LAUNCH AND ONGOING PROJECT MANAGEMENT	30 hours	\$185 per hour	\$5,550
<ul style="list-style-type: none"> <li>• Project kick-off meetings HR and key stakeholders</li> <li>• Conduct orientation and briefing sessions to explain the scope of the study to the leadership team and bargaining unit and non-represented employees</li> <li>• Provide periodic status reports on progress as requested</li> <li>• Present final report and present to key stakeholders</li> <li>• Present final report at a City Council Meeting</li> </ul>			
CLASSIFICATION STUDY	250 hours	\$185 per hour	\$46,250
<ul style="list-style-type: none"> <li>• Review up to 85 current classification specifications and analyze essential duties, knowledge, skill, ability, education and experience relevance, series/class hierarchy, conformity with ADA language relative to essential job functions (including physical requirements), position summaries, class characteristics, supervision received and exercised, position duties, and special requirements including license and certification requirements.</li> <li>• Develop and distribute Position Description Questionnaires (PDQ) to up to 95 employees.</li> <li>• Review and analyze completed PDQ's.</li> </ul>			



## Classification, Compensation & Pay Equity Study

CITY OF CANBY

ACTIVITY	Estimated Units	Unit Rate	Total Estimated Cost
<ul style="list-style-type: none"><li>• Conduct interviews with supervisor or representative sample of covered employees in up to 65 classifications as needed.</li><li>• Review various job series to assess the City's interest in providing opportunities for career progression and overall effectiveness in meeting operational needs.</li><li>• As appropriate, recommend creating, updating, and/or archiving classifications.</li><li>• Draft class specifications in a format approved by human resources, including:<ul style="list-style-type: none"><li>◦ A summary of the job classification.</li><li>◦ Class characteristics describing supervision exercised and received and distinguishing characteristics.</li><li>◦ A comprehensive description of the essential job functions, including other duties as assigned.</li><li>◦ Requirements and preferences of job-related education, experience, knowledge, skills, and abilities.</li><li>◦ Physical working environment.</li><li>◦ Licenses, certifications, driving requirements, physical requirements in compliance with the American with Disabilities Act (ADA), and applicable additional requirements.</li><li>◦ Appropriate FLSA exemption designation under state and federal wage &amp; hour law for new or substantially updated classifications.</li></ul></li><li>• Draft an appeal process.</li><li>• Provide a transparent, equitable, and user-friendly administration system that the HR department will use to keep the classification system current. Maintenance should include annual activities, as well as the process to be used in the review of the classification of individual jobs, as needed.</li></ul>			
COMPENSATION STUDY	200 hours	\$185 per hour	\$37,000
<ul style="list-style-type: none"><li>• Review of current compensation structures and procedures.</li><li>• Develop and conduct a comprehensive compensation and limited scope benefits survey to include a high-level review of health and retirement benefits, paid time off, and fringe benefits. Consultant to recommend number and identification of comparator agencies, and classifications with input from human resources. Client to recommend and influence the comparator agencies to increase participation and quick turnaround times. Note: Delays from comparator organizations will delay the project and may jeopardize the timeline.</li></ul>			





## Classification, Compensation & Pay Equity Study

CITY OF CANBY

ACTIVITY	Estimated Units	Unit Rate	Total Estimated Cost
<ul style="list-style-type: none"><li>• Provide market data of City classifications matched to both the range and average incumbent salary of like positions at comparator agencies. Benchmarking may be used in some cases. Additionally, client to provide advisement on classifications matching, as needed.</li><li>• Recommend updates to compensation structure for regular-status employees to include rate ranges, steps, pay grades, internal relationships, and equity.</li><li>• Recommend a pay equity-based practice for placement of new employees on the salary range and progression through the range.</li><li>• Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include activities such as placement of new classifications, periodic market surveys, and cost of living or cost of labor adjustments.</li></ul>			
TOTAL			\$88,800

Professional Proposal Prepared for  
**The City of Canby, Oregon**



**Classification, Compensation, and Pay Equity Study**

**Submitted By:**

McGrath Human Resources Group

Corporate Office

PO Box 865

Jamestown, TN 38556

Dr. Victoria McGrath, CEO  
victoriaphd@mcgrathconsulting.com  
815.728.9111



May 25, 2022

## Compensation Information and Fees

By submission of the proposal, McGrath Human Resources Group shows its intention to accept and contract with the City of Canby, Oregon. We acknowledge the City's desire to start the project in July 2022, with a completion date in January 2023. The Firm is available to start the project in July 2022. We expect this project to take up to 20 weeks, followed by the completion of the Class Specifications.

McGrath Human Resources does not identify, or bill based on the number of hours needed to complete a project, as the Firm will work what is necessary based on the scope of work. Instead, **McGrath sets project fees based on the total project**. Therefore, the fees listed below include all consulting professional fees, and administrative costs, excluding travel\*.

**Classification, Compensation, and Pay Equity Study** **\$38,260**

**Class Specifications (est. 85 documents x \$160)** **\$13,600**

Billable only for actual number of documents developed or updated. This is a per document rate.

The Firm declines to provide a proposal for the Staffing Level Study Alternative Add Item.

### \*Travel costs

in-person site visits may not be needed nor desired, so travel expenses will be billed separately, for actual expenses – and only if incurred. This would be limited to airfare, mileage/car rental, hotel and dinner for one (1) consultant. If desired, the City can set a not to exceed travel budget once the number of in-person site visits are determined.

## Terms of Payment

Payment for the Project will be made in three (3) installments for scope of services:

\$ 5,000 upon completion of the signed contract;

\$28,260 upon submission of the draft report; and

\$ 5,000 (plus actual travel to a maximum of \$3,000) upon submission of the final report.

Payment for the Project will be made in two (2) installments for Job Descriptions:

\$ 5,000 upon completion of the signed contract;

\$ 8,600 upon submission of all draft job descriptions.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 120 days from May 25, 2022. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

## Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 21 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is so beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.





Insurance | Risk Management | Consulting

# City of Canby, OR

## CLASSIFICATION, COMPENSATION & PAY EQUITY STUDY

May 25, 2022



**Mike Verdoorn**, MA-HRIR, CCP, IPMA-SCP | Managing Principal  
**Erik Smetana**, MBA, SPHR, SHRM-SCP | Principal Consultant  
Public Sector & Higher Education

Gallagher Human Resources & Compensation Consulting  
1600 Utica Ave., Ste. 450  
St. Louis Park, MN 55416

651.234.0845 | [Mike\\_Verdoorn@ajg.com](mailto:Mike_Verdoorn@ajg.com)  
314.494.4849 | [Erik\\_HenrySmetana@ajg.com](mailto:Erik_HenrySmetana@ajg.com)  
[ajg.com/compensation](http://ajg.com/compensation)

## 5) COMPENSATION INFORMATION AND FEES

Our fees to conduct the compensation study outlined above (including out-of-pocket expenses) range from \$65,000 to \$77,500, depending on options elected. The table below outlines the price per phase and optional services.

Phase	Fees
Phase 1: Study Initiation & Strategy Development <i>Includes virtual meeting and ongoing project management meetings throughout.</i>  <i>On-site meetings are available at an additional cost</i>	\$6,000
Phase 2: Classification & Job Evaluation Studies* <i>Includes training remotely</i>  Includes review of current job descriptions and PDQs per City request, interviews with representative sample of employees, building of classification structure and establishing internal equity through job evaluation.  <i>(Optional)</i> Utilize the City's <b>job evaluation methodology</b> or <b>introduce</b> the City to alternate job evaluation tools; provide training for HR and management personnel in the use of the selected job evaluation system, as appropriate.	\$22,000   Optional Job Evaluation: \$5,000 to \$12,000 (depends on use of current, new or alternate approaches)
Phase 3: Compensation Study Includes custom survey and use of published surveys to represent the comprehensive market. Development of a salary structure that balances internal equity and market data to support pay equity.	\$30,000
Phase 4: Project Finalization, Draft & Final Reports <i>Includes virtual meeting</i>	\$7,500
TOTAL COST (inclusive of all tasks): \$65,500 to \$77,500	

\*Should the City request Gallagher to update/write job descriptions, those services will be priced separately since we are unable to determine the number that will be required. Pricing would be \$350 per job description and is in addition to the "Total Cost" identified above.

\*\* Should the City wish to have additional on-site presentation days or meetings, the estimated cost would be \$4,000 per day.



Insurance | Risk Management | Consulting

Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. Gallagher typically bills on a monthly basis up to the maximum of each deliverable. Please note, as phases sometimes run concurrently, a phase may not be completed at the time it is billed. All expenses are included in this quote.



# A Proposal to Conduct a Classification, Compensation, and Pay Equity Study for the City of Canby, OR

ORIGINAL



May 25, 2022

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## 4.0 *Compensation Information and Fees*

Evergreen Solutions, LLC is pleased to present our proposed fee to conduct a Classification, Compensation, and Pay Equity Study for the City of Canby. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 2** is **\$32,500**. Our fee is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our fee is based on a blended hourly rate of \$150 an hour for all staff that would be assigned to the project. Our fee is also based on one onsite visit to the City to provide the requested work as most of the work can be performed virtually. Any additional onsite visits that may be requested would be billed at \$1500 per visit.

Our preferred payment schedule is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 25% - upon completion of Tasks 7 – 11

Our fee to conduct an optional staffing level study according to the scope of services of the RFP would be **\$37,500**. This fee includes one onsite visit to Canby to conduct the study.

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Canby wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.







## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council

Thru: Scott Archer, City Administrator

From: Joseph Lindsay, City Attorney/ Assistant City Administrator

Agenda Item: Ordinance 1579: An Ordinance Authorizing the City Administrator to Expend Payment to CityCounty Insurance Services

Goal: Promote Financial Stability

Objective: N/A

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### **Summary**

CIS provides the City with liability insurance coverage every fiscal year. This protects the City by covering our properties, liabilities, and activities in the event that they get hurt at work or are otherwise doing work-related activities.

### **Attachments**

None

### **Fiscal Impact**

Not to exceed \$450,000. This number is an estimate based on adding over 10% to last year's amount.

### **Options**

Approve and the City maintains coverage for fiscal year 2022-23.

Deny and the City's liability insurance coverage with lapse until we can find another alternative.

### **Recommendation**

Approve the ordinance as presented

### **Proposed Motion**

I move to adopt Ordinance No. 1579, An Ordinance authorizing the City Administrator to expend payment to CityCounty Insurance Services (CIS) in an amount not to exceed \$450,000 for liability insurance coverage for fiscal year 2022-2023; and declaring an emergency.

## **ORDINANCE NO. 1579**

### **AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO EXPEND PAYMENT TO CITYCOUNTY INSURANCE SERVICES (CIS) IN AN AMOUNT NOT TO EXCEED \$450,000 FOR LIABILITY INSURANCE COVERAGE FOR FISCAL YEAR 2022-2023; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Canby currently has liability insurance coverage with CIS for its property, activities, and liabilities; and

**WHEREAS**, the City of Canby wishes to continue to be covered by CIS for fiscal year 2022-2023; and

**WHEREAS**, the cost of worker's comp coverage with CIS should not exceed \$450,000;

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

1. The Canby City Council authorizes the City Administrator to expend payment not to exceed \$450,000 to CIS for liability insurance coverage.
2. In so far as liability insurance coverage is necessary to protect city property and activities that provide for the safety and welfare of the citizens of the City of Canby, an emergency is hereby declared to exist to maintain the City of Canby's property and activities of employees providing essential services.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 15, 2022, 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 special meeting thereof on Wednesday, June 29, 2022, commencing at the hour of 6:00 p.m. in the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Melissa Bisset, CMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a special meeting thereof on June 29, 2022 by the following vote:

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

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Brian Hodson  
Mayor

ATTEST:

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Melissa Bisset, CMC  
City Recorder



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council

Thru: Scott Archer, City Administrator

From: Joseph Lindsay, City Attorney/ Assistant City Administrator

Agenda Item: Ordinance 1580: An Ordinance Authorizing the City Administrator to Expend Payment to SAIF Corporation

Goal: Promote Financial Stability

Objective: N/A

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### **Summary**

SAIF Corporation provides the City with Worker's Comp coverage every fiscal year. It protects the City by covering our employees and volunteers in the event that they get hurt at work or are otherwise doing work-related activities.

### **Attachments**

None

### **Fiscal Impact**

\$85,703.62

### **Options**

Approve and the City maintains coverage for fiscal year 2022-23.

Deny and the City's worker's comp coverage with lapse until we can find another alternative.

### **Recommendation**

Approve the ordinance as presented

### **Proposed Motion**

I move to adopt Ordinance No. 1580, An Ordinance authorizing the City Administrator to expend payment to SAIF Corporation in the amount of \$85,703.62 for Worker's Comp coverage for fiscal year 2022-2023; and declaring an emergency.

## **ORDINANCE NO. 1580**

### **AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO EXPEND PAYMENT TO SAIF CORPORATION IN THE AMOUNT OF \$85,703.62 FOR WORKERS COMP COVERAGE FOR FISCAL YEAR 2022-2023; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Canby currently has worker's comp coverage with SAIF Corporation for its employees and volunteers; and

**WHEREAS**, the City of Canby wishes to continue to be covered by SAIF for fiscal year 2022-2023; and

**WHEREAS**, the cost of worker's comp coverage with SAIF is \$85,703.62;

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

1. The Canby City Council authorizes the City Administrator to expend payment of \$85,703.62 to SAIF Corporation for worker's comp insurance coverage.
2. In so far as worker's comp coverage is necessary to protect the employees that provide for the safety and welfare of the citizens of the City of Canby, an emergency is hereby declared to exist to maintain the City of Canby's workforce of employees providing essential services.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 15, 2022, 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 special meeting thereof on Wednesday, June 29, 2022, commencing at the hour of 6:00 p.m. in the Council Meeting Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor, Canby, Oregon.

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Melissa Bisset, CMC  
City Recorder

**PASSED** on the second and final reading by the Canby City Council at a special meeting thereof on June 29, 2022 by the following vote:

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

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Brian Hodson  
Mayor

ATTEST:

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Melissa Bisset, CMC  
City Recorder



## CITY COUNCIL STAFF REPORT

Meeting Date: 6/29/2022

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Jamie Stickel, Economic Development Director  
Agenda Item: Consideration of a Parklet Program  
Goal: Choose an item.  
Objective: Choose an item.

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### **Summary**

City Council has been asked to consider creating a temporary parklet program.

### **Background**

City Council and city staff received a request to consider creating a temporary parklet program. The request came from Siren Song which is located at 136 N Grant Street in downtown Canby. The business owner, Matt Morrissey, contacted City Staff and City Council to ask for an avenue to expand Siren Song's seating into the public, on-street parking stalls along Grant Street.

Matt Morrissey requested in email that the City of Canby explore a path for Siren Song to lease three on-street parking stalls immediately in front of the building as an option to provide outdoor seating during the warmer, summer months. Morrissey cited Bend's program – which rents stalls at \$60 a month to businesses looking to expand their seating into public, on-street parking stalls – and the Oregon City Parklet Program. City staff noted two permits – Temporary Vending Permit and Sidewalk Café Permit – that may work in the interim for providing outdoor seating. The parking lot immediately adjacent to Siren Song is owned by a different downtown property owner. Therefore, Siren Song is unable to participate in the Open Air Canby program.

In April 2021, the City utilized the Public Right-of-Way Encroachment permit to temporarily allow for the Backstop Bar and Grill to expand outdoor seating due to Clackamas County's COVID risk category increasing to "Extreme Risk".

### **Discussion**

The two programs highlighted by Matt Morrissey – Oregon City and Bend – have been reviewed by city staff. City staff believes the Oregon City program could serve as a template for a temporary program in Canby. The Oregon City program addresses items such as eligibility criteria, maintenance, design standards, and liability insurance. The Oregon City template includes property owner approval, as well as approval from neighboring businesses. The approval of the temporary parklet permits would be conditioned on the Right-of-Way Encroachment Permit with regard to structural safety, traffic, sanitation, and fire life safety. The permit would be required to be reviewed by the Planning Director and signed off by Public Works, Police, utility providers, and Canby Fire.

Additionally, staff believes the temporary parklet program could exist under the City of Canby's Right-of-Way Encroachment Permit. The Right-of-Way Encroachment Permit is currently situated within the Canby Municipal Code, 12.20, which allows the City of Canby to remove any structure from the right-of-way at any time. Commonly, the Right-of-Way Encroachment Permit is used when an overhang of a building falls within the public right-of-way;

however, previously, the permit had been applied temporarily to outdoor seating in the public, on-street parking stalls as a response to COVID-19 mandates.

#### **Attachments**

- City of Canby Right-of-Way Encroachment Code
- City of Bend Parklet License Program Handbook
- City of Oregon City Parklet Program
- City of Oregon City Parklet Application

#### **Fiscal Impact**

None.

#### **Options**

None.

#### **Recommendation**

1. Direct city staff to create a permanent outdoor seating program through the Planning Code which would include the Planning Commission hearing review and approval.
2. Should Council wish to accommodate the parklet request temporarily and immediately, then City Council could direct staff to utilize the Public Right-of-Way Encroachment permit using language from the Oregon City parklet program as guidance. This approach could be utilized until a date certain, which staff recommends be December 31<sup>st</sup>, 2022 to coincide with the Open Air Canby program.

#### **Proposed Motion**

None.



## CHAPTER 12.20: ENCROACHMENT PERMITS

### Section

- 12.20.010 Encroachments within public rights-of-way, easements and public property.
- 12.20.020 Application; standards of approval
- 12.20.030 Recording of permits
- 12.20.040 Revocation of permit
- 12.20.050 Removal of encroachment
- 12.20.060 Liability
- 12.20.070 Penalty

#### **§ 12.20.010 Encroachments within public rights-of-way, easements and public property.**

A. Permits Required for Encroachment. It shall be unlawful for any person to erect or cause to be erected any structure, or to place or maintain any vegetation and/or landscaping materials in public rights-of-way, on easements or on public property without first having obtained a revocable permit from the city authorizing the action.

B. Application and Fee Required.

1. Any person desiring to locate or maintain an encroachment within any public right-of-way, easement or public property shall submit an application to the Community Development Director (hereinafter referred to as Director). The application shall include a description of the proposed encroachment, a scale drawing describing the nature and extent of the encroachment and its relationship to adjoining properties. If the applicant is not the owner of the property, the owner of the property shall also sign the application as a co-applicant. The Director may require an actual survey to determine the exact location of any public or private improvements or significant vegetation.

2. A fee in the amount of \$50 shall be paid at the time of the application. This fee may be changed by resolution of the City Council as needed.

(Ord. 1054, passed 9-6-2000)

#### **§ 12.20.020 Application; standards of approval.**

The Director shall review the application for encroachment permit to determine its compliance with the following standards:

- A. The encroachment complies with all applicable city codes with regard to structural safety, traffic, sanitation and fire safety requirements;
- B. No adverse impact on adjoining properties;
- C. No interference with use of the public property for roadway, walkway, existing or proposed utilities and other authorized uses; and
- D. The encroachment will be maintained in good order.

(Ord. 1054, passed 9-6-2000)

#### **§ 12.20.030 Recording of permits.**

Approved encroachment permits shall be recorded against the title of the benefitting property and the costs of the recording shall be paid by the applicant.

(Ord. 1054, passed 9-6-2000)

#### **§ 12.20.040 Revocation of permit.**

All right-of-way, easement or public property encroachment permits shall be revocable by the city at any time the revocation would be in the public interest. No grant of any permit, expenditure of money in reliance thereon or lapse of time shall give the permittee any right to the continued existence of an encroachment or to any damages or claims against the city arising from a revocation.

(Ord. 1054, passed 9-6-2000)

#### **§ 12.20.050 Removal of encroachment.**

A. Upon revocation, the permittee or any successor permittee shall, at the permittee's own cost, remove the permitted encroachment within 30 days after written notice has been provided by the city, unless a shorter period is specified in the notice of revocation due to an emergency situation.

B. If the permittee does not remove the encroachment and return the right-of-way, easement or public property area to a condition satisfactory to the Director, the city may do so and the costs of returning the right-of-way, easement or public property to a satisfactory condition, shall be imposed as a lien upon the property on the city lien docket.

(Ord. 1054, passed 9-6-2000)

**§ 12.20.060 Liability.**

The permittee, and owner of the benefited property if different than the permittee, shall be liable to indemnify and defend any claim or legal action brought against the city by reason of the existence of any approved right-of-way, easement or public property encroachment.

(Ord. 1054, passed 9-6-2000)

**§ 12.20.070 Penalty.**

Any person found in violation of any provision of this chapter shall, upon conviction thereof, be subject to a fine up to \$500.

(Ord. 1054, passed 9-6-2000)

# COMMERCIAL PARKLET LICENSE PROGRAM HANDBOOK

*Use this handbook to successfully plan your parklet space  
and apply for the required Commercial Parklet License.*

*For more information, visit  
[www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets)*

## THE BASICS

### What is a Commercial Parklet & License?

A commercial parklet provides a small outdoor seating area in on-street parking spaces, a loading zone, or alley space, as applicable, adjacent to the restaurant, bar, or retail business, for use for longer than one week. Commercial parklets are generally one or two parking spaces long, although they can stretch for more spaces depending on a business's frontage length. Commercial parklet operators must obtain a Commercial Parklet License and comply with this handbook, City design standards, and other City requirements.

For uses of less than one week, parking spaces may be reserved through the City's parking permit system. Visit [www.bendoregon.gov/parking](http://www.bendoregon.gov/parking) for more information.

### License Information

A commercial parklet license will be issued for a period of one (1) calendar year, beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup> of the permitted year. A Commercial Parklet License can be renewed starting in November for the following calendar year. Licenses are non-transferable to new business owners.

Five percent of all on-street parking spaces in downtown Bend are available for parklet use. Licenses will be issued on a first come, first served basis while available.

## APPLICATION REQUIREMENTS

COMPLETE applications consisting of items 1-12 as outlined below must be emailed to [licensing@bendoregon.gov](mailto:licensing@bendoregon.gov). Please **do not** email elements of your application in multiple, separate emails over multiple days. Once applications are received, applicants will be directed to make their application fee payment by calling the Permit Center Cashiering Staff at 541-388-5580 ext. 1. For more information, please visit [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets).

1. **General Application Form** – Available online at [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets)
2. **Business Registration** - All applicants for Commercial Parklet Licenses must have an active Business Registration or a pending application at the time of application submittal for the license. Find out more at [www.bendoregon.gov/businessregistration](http://www.bendoregon.gov/businessregistration)
3. **Sidewalk Cafe License** - A Sidewalk Cafe License is required to use sidewalks for seating in addition to the parklet. Obtaining this license will also satisfy the insurance requirements for the Commercial Parklet License application. More information is available online at [www.bendoregon.gov/sidewalkcafe](http://www.bendoregon.gov/sidewalkcafe).
4. **Certificate of Insurance** – If a business does not need a Sidewalk Café License in addition to their parklet operations, they must still satisfy City of Bend insurance requirements, as follows:



- a. Certificate of Insurance naming the City of Bend as Additional Insured with Additional Insured Endorsement in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate from insurance company.
  - i. If serving/selling alcohol, an additional liquor liability rider in the amount of \$2,000,000 per occurrence will also be required on Certificate of Insurance.

Items 5 - 9 further explained [below](#)

5. **Detailed Location & Site Plan** – To be created by the applicant.
6. **Elevations Plan** – To be created by the applicant.
7. **Emergency Preparedness Plan** – To be created by the applicant.
8. **Sanitation Plan** – To be created by the applicant.
9. **Property & Business Owner Authorizations** – Form available online at [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets).

Items 10 & 11 further explained [below](#)

10. **Commercial Parklet Design & Safety Standards Acknowledgement** –Form available online at [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets).
11. **Use of ROW Agreement** – Form available online at [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets).
12. **Pre-parklet Construction Photos** – Dated photos of the proposed parklet space must be submitted with your application materials, so as to determine any damage to existing infrastructure and/or public property while the parklet is in use and after the parklet has been removed.

Pre-application meetings are available upon request from the applicant. Submit requests to [licensing@bendoregon.gov](mailto:licensing@bendoregon.gov).

### **Inspection Requirement**

Once a license is issued, construction of the parklet may begin. Prior to use of the space, it must be inspected and approved for use by City of Bend staff. All commercial parklets are subject to final and ongoing safety inspections.

## **Application & Approval Process**





## Required Plan & Document Definitions

Document/Plan	Description
<b>Detailed Location &amp; Site Plan</b>	<p>This plan includes the applicant's building address, adjacent property addresses and the location of the building entrances for where the proposed parklet will be located.</p> <p>Include description of existing sidewalk width, curb cuts and/or driveways, adjacent bike lane or vehicle traffic lane, existing parking spaces with dimensions, other existing sidewalk features near the proposed commercial parklet area (fire hydrants, street lights, utility access panels, manholes, bike racks, etc.), existing utilities in the street, on the sidewalk, adjacent to the proposed parklet, existing street trees and tree pits, and the proposed commercial parklet footprint and dimensions.</p> <p>Include the location of all emergency access points, water supply (e.g. fire hydrants), tents, canopies, heat sources, and temporary structures.</p> <p>This plan must also illustrate the various elements included in the design (tables/chairs/retail product locations), different materials to be used in the design, plant types and/or species to be used (if any) and the dimensions of the commercial parklet including its features and elements (including buffer area).</p>
<b>Elevations Plan</b>	<p>Elevation drawings of all sides, side view drawings of the proposed design including various elements included in the design, different materials to be used in the design, dimensions of the commercial parklet, parklet elements and buffer areas.</p>
<b>Construction Details Plan</b>	<p>Describe/list the construction plan for the parklet, including materials and any hardware, such as fasteners, to be used in the construction process and a detailed plan showing how positive drainage flow will be maintained along the curb line. The applicant needs to articulate how drainage channels will be accessed if they become blocked. Utilize the <a href="#">Design &amp; Safety Standards below</a> to complete this plan and use the approved materials for a safe parklet.</p>



Document/Plan	Description
<b>Emergency Preparedness Plan</b>	Describe how emergency services will be able to access the parklet space and around the parklet elements; include all emergency access points, water supply (e.g. fire hydrants), tents, canopies, heat sources and temporary structures.
<b>Sanitation Plan</b>	Demonstrate the plan for trash management and general cleanliness of the expanded area of business operations that meets Downtown Bend Business Association (DBBA) sanitation standards. If operating year-round, demonstrate compliance with leaf and snow removal requirements for your parklet space.
<b>Property &amp; Business Owner Authorizations</b>	Authorization is required from all businesses and property owners that will be impacted by the commercial parklet. Includes neighboring business & property owner authorization if the commercial parklet will extend in front of other businesses buildings.

## Required Agreements & Standards

All applicants must review, sign and submit the following agreements with their application. These are available online at [www.bendoregon.gov/parklets](http://www.bendoregon.gov/parklets).

Agreement	Description
<b>Commercial Parklet Design &amp; Safety Standards Acknowledgement</b>	Acknowledgement of required maintenance and operations
<b>ROW (Right of Way) Agreement</b>	Agreement for the use of the City of Bend Right of Way

## Required Fees

Applicants for a commercial parklet license are responsible for the following fees, as set by the City of Bend Fee Schedule. See [www.bendoregon.gov/fees](http://www.bendoregon.gov/fees) and line item 4.1.16.

Fee Type	Description
<b>Accessibility Plan Review</b>	Accounts for the time required for the Accessibility Manager to review the application and onsite inspection. Typically assessed only on initial applications or renewal applications proposing major changes.
<b>Initial Commercial Parklet Application</b>	Accounts for the staff time required to process and review an application, issue a license and complete onsite inspections.





Fee Type	Description
<b>Monthly Commercial Parklet Fee – per space or portion thereof</b>	Accounts for the use of parking spaces that would normally be available to the public for parking.
<b>Commercial Parklet Renewal Application - minimal or no changes proposed</b>	Accounts for the cost of staff time to process the license renewal application and issue a renewed license.
<b>Commercial Parklet Renewal Application - major changes requiring staff inspection proposed</b>	Accounts for the cost of staff time to process the license renewal application and issue a renewed license. If major changes are proposed for the parklet, additional staff time will be required for review and an onsite inspection is required.

## Design & Safety Standards

Any applicant for a commercial parklet license is required to comply with the Design & Safety Standards of the City of Bend as outlined below:

1. Parklets must include a solid barrier or open guardrail to define the space. The short ends of the parklet perpendicular to the street should be solid and made of concrete, stone, or metal with minimum dimensions of 72" x 36" with a maximum height of 42" in order to maintain the safety and security of parklet users and pedestrians. Barriers must be capable of withstanding at least 200 pounds of horizontal force and construction plans must demonstrate this capability.
2. If the parklet stretches the entire width of a curb, accessibility and sightlines must be accounted for with no obstruction to sight distance.
3. Parklets will have a minimum width of 6 feet with four-foot setbacks on either side to create a buffer between the parklet and adjacent on-street parking spaces and/or driveways. The outer edge of the parklet must have two feet of clearance from the adjacent travel lane.
4. The parklet will have an appropriate buffer from the edge of the street/travel way. The buffer areas may be created by the use of planters, railings, cabling or some other appropriate materials. An open guardrail can be utilized to define the space. Railings will be a minimum of 42 inches tall and shall be capable of withstanding at least 200 pounds of horizontal force.
5. Vertical elements that make the parklets visible to traffic such as flexible posts or bollards must be included in the design.
6. Reflectors must be included in the designs for the ends of the parklet space.
7. Parklet coverings or sun shades must be included in the design and should be constructed from sturdy materials (i.e. no tent material).
8. Licensee acknowledges that this license does not give permission to place umbrellas in the parklet unless applicant can provide proof that the lowest





hanging point of the umbrella is not less than 6'7" from the ground. This is a PROWAG and safety requirement.

9. The design of the parklet will not prohibit the stormwater runoff. Small channels should be incorporated as necessary between the base and platform to facilitate drainage.
10. Parklets will have a flush transition at the sidewalk and curb to permit easy access and avoid trip hazards. The maximum gap cannot exceed one-half inch, with a vertical transition of no more than ¼ inch without bevels or ramps.
11. Parklets are prohibited in front of active driveways, at cross walks, on street curves, or where horizontal or vertical sight distance is an issue. Parklets located next to driveways must be set back two feet from the outside edge of the driveway. Parklets will not be constructed in areas with yellow curb painting.
12. The substructure of the parklet will depend on the slope of the street and overall design of the structure. The substructure must accommodate the crown of the road and provide a level surface for the parklet.
13. Slip resistant surfaces are required to minimize hazards and shall be accessible to wheelchair users. A minimum 36" ADA accessible entryway to the parklet must be maintained.
14. At a minimum, the live load-bearing weight shall be 100 pounds per square inch.
15. Parklets are prohibited in bus lanes, in front of fire hydrants, fire department connections, at utility access points such as manholes and water shut off valves and catch basins, and at high turnover parking spaces, such as those located in front of banks, reserved take out/delivery service parking or handicap spaces.
16. The space under the parklet must be accessible for maintenance through access panels, removable pavers, etc.
17. All cords running to the parklet must be adequately covered to ensure ADA/Accessibility and to decrease the possibility of tripping hazards.

## **Parklet Operations**

### **MAINTENANCE**

- Parklet licensees manage the upkeep of their parklets and are responsible for all maintenance duties and costs to keep the parklet in good condition.
- Parklet licensees are responsible for leaf and snow removal if the parklet is operated through the fall and/or winter.
- Parklet licensees are responsible for the costs to fix any damage to the public infrastructure and/or public property where they are located if damage was created by the parklet construction and/or parklet use.

### **HOURS OF OPERATIONS**

Commercial parklets work great when they are used and may become eyesores to the public if they go unused for long periods of time. To ensure your parklet supports our vibrant downtown please follow these suggestions:

- Do your best to operate the parklet during general business hours.
  - Most business are open from 9 a.m. to 5 p.m.



### CHANGE OF OWNERSHIP

- If a parklet licensee's business changes ownership, then new owners are required to apply for their own Commercial Parklet License. The parklet may remain in place during the change of ownership or it may be removed and re-created by the new business owners.

### MAKING CHANGES TO YOUR PARKLET

- Minor changes can be made to the parklet after installation and include:
  - Changing the type of movable furniture;
  - Putting in new plants;
  - Changing colors (paint)
- City staff review is needed for changes to materials, function, footprint, and/or any change that significantly alters the appearance of the parklet, or for major modifications, such as extending a parklet's decking.

### PARKLET REMOVAL

- All parklets must be constructed and installed in a way that allows for easy removal.
- Parklets need to be removed if a business closes or if a business does not utilize their parklet for an extended period of time. Parking spaces are then put back into the pool of available on-street parking in the downtown district.

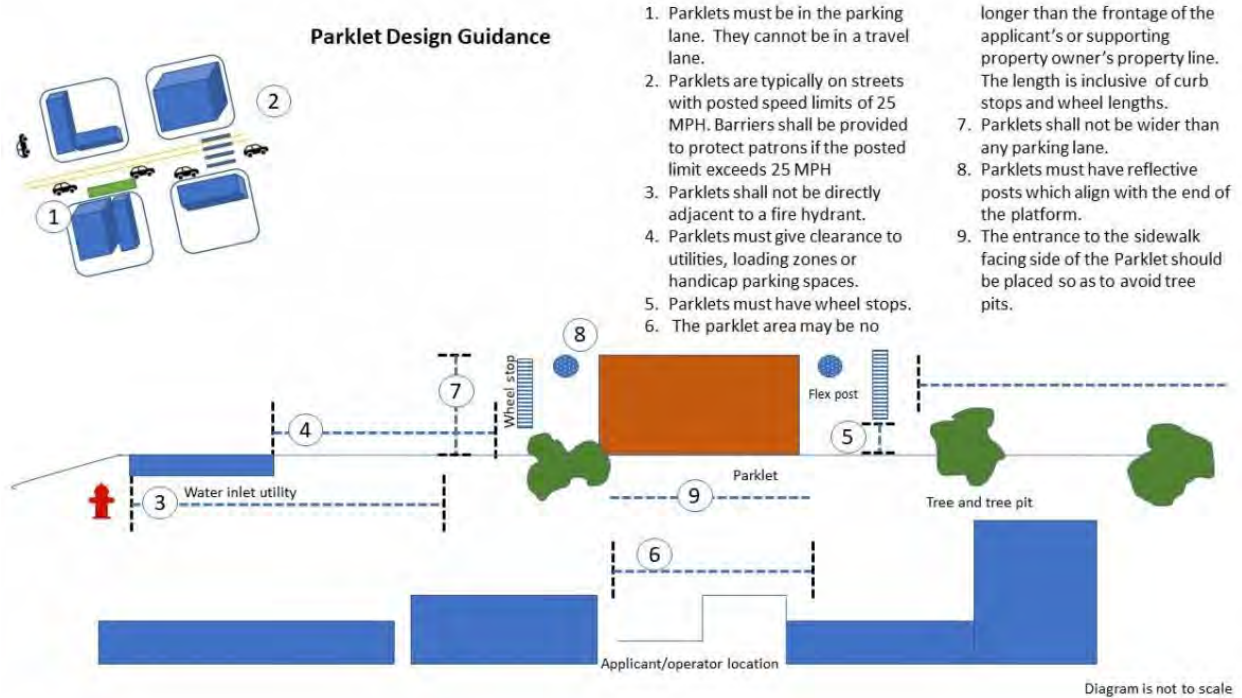
### THINGS TO KEEP IN MIND:

- The City reserves the right to remove a parklet if street or utility work needs to be conducted. Parklet licensees are responsible for all costs associated with the disassembly and removal of a parklet.
- If a request for temporary or permanent removal of a parklet has been made, the parklet licensee must remove the parklet within 30 days of the notice date.
- Commercial Parklet Licenses are subject to revocation if the license holder is found in violation of any City code requirements, standards or agreements. Licenses are also subject to revocation if the license holder loses or discontinues their Business Registration, if the license holder loses or discontinues their Sidewalk Café License and fails to provide insurance coverage separately, if insurance coverage lapses and no new insurance is provided to the City of Bend in a timely manner, or if ownership of the business holding the license changes and new business owners fail to apply for their own license in a timely manner.

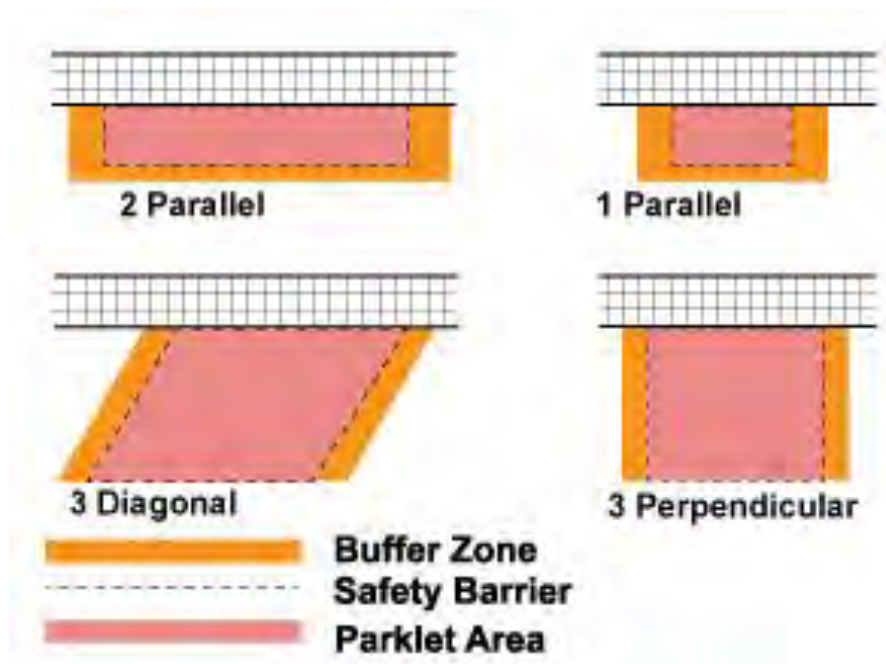


## Reference Diagrams

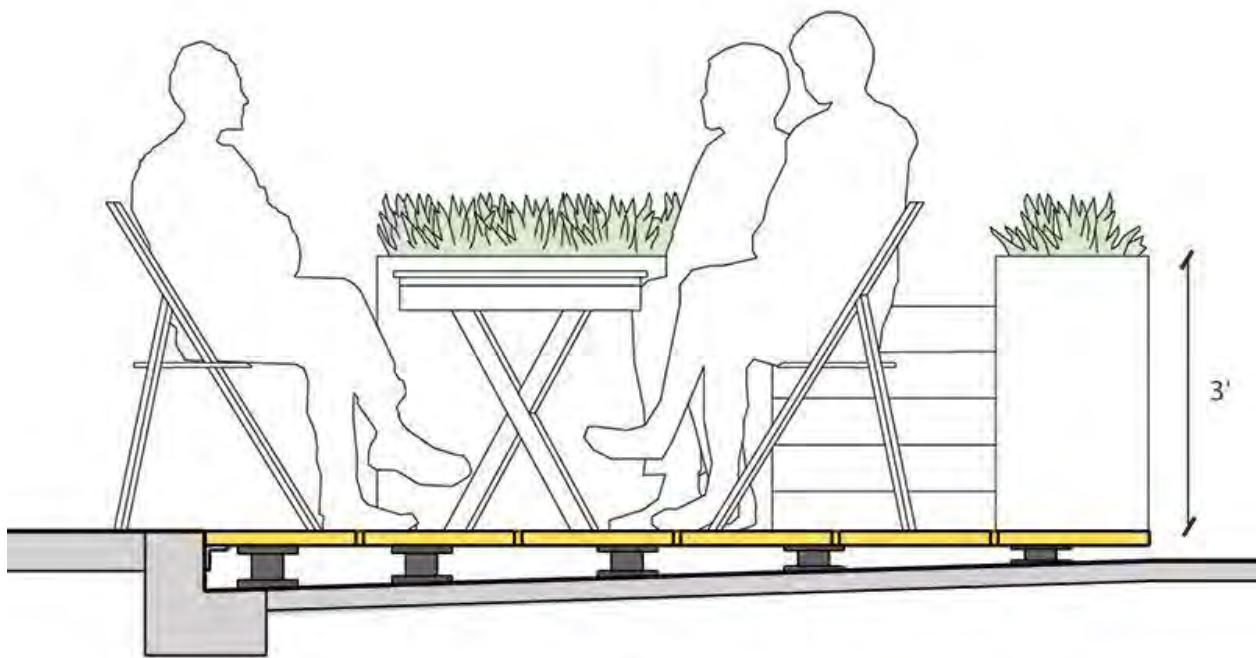
### General Info



### Use of Parking Spaces



Horizontal view of parklet base/flooring set up





## **Oregon City COVID-19 Recovery Assistance Program: December 1, 2021 – May 31, 2022**

Due to the COVID-19 pandemic, the City of Oregon City supports alternative ways to help increase patronage of local businesses effected by physical distancing requirements. This program includes temporarily allowing the following with restrictions:

- **Parklet Pilot Program:** Restaurants in certain locations downtown and along 7<sup>th</sup> Street to temporarily use adjacent on-street parking for outdoor temporary uses as an extension of dining; and
- **Private Property Outdoor Dining and Retail Program:** Retail and Restaurants throughout the City to use up to half their parking lot or other locations on private property, such as decks or patios, for additional retail and/or dining.

This guide applies to both programs from December 1, 2021 to May 31, 2022.

### **Parklet Pilot Program**

Restaurants in the Mixed Use Downtown District and along 7<sup>th</sup> Street (Singer Hill Road to Jackson Street) may construct a parklet in adjacent on-street parking areas to allow expanded outdoor dining.

These expanded seating areas called “parklets” will allow restaurants throughout the business community to temporarily increase seating capacity and safely serve more customers, while maintaining social distancing, by locating chairs and tables along sidewalks, in on-street parking areas. See Exhibit 2 for conceptual drawings.



### **ELIGIBILITY OF BUSINESSES**

Eating and drinking establishments within the Mixed Use Downtown (MUD) District and within a block of 7<sup>th</sup> Street (from Singer Hill Road to Jackson Street).

## **PARKLET LOCATIONS**

The parklet program limits the number of allowed parklets per block as necessary to accommodate for ADA accessibility for pedestrians, protect accessible parking and no-parking areas such as loading zones. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

### **1. Location**

A parklet must be located within an existing on-street parking stall abutting or partially abutting the business utilizing the parklet. Only one parklet may utilize one parking stall; however, multiple parklets are allowed per business, per frontage if neighboring property owners and businesses approve of additional parklets. Businesses may work together to create a parklet using two or more on-street parking stalls if the businesses are adjacent to each other. In addition, any business may allow customers of other nearby business to utilize the parklet.

### **2. Approval**

A parklet shall only be located in designated on-street parking areas that have been approved by the City of Oregon City after careful review and authorization via a Parklet Permit. The property owner, any additional building tenants, along with all other businesses located adjacent to and immediately abutting within the same block of the parklet must provide written consent supporting the request.

### **3. Posted Speed Limit**

A parklet may be established along roadways where the posted speed limit is 25 mph or less.

### **4. Parking Zones**

Parklets are prohibited in accessible parking spaces and the accessible aisle adjacent to the accessible spaces and no parking zones. See Exhibit 1 for locations that are prohibited from parklet use in downtown; areas marked in red. ADA parking spaces may be relocated temporarily if ADA standards can continue to be met.

## **TERM OF USE**

Parklets are to be temporary in construction and must be completely removed on or before May 31, 2022.

## **GENERAL GUIDELINES**

- Public parklets must be located adjacent to the applicant's business.
- If all accessibility and design requirements are met, installation of a parklet platform is not required, provided that existing pavement is not damaged or otherwise altered.
- Design for easy removal. The parklet will sit on top of the existing street surface. Because parklets may sit on top of critical infrastructure and utilities such as gas lines, sewer and water mains, etc., they need to be designed for easy removal in case of an emergency.
- No additional signage is allowed within or on the parklet other than those required by law.
- Maintenance and litter removal are the responsibility of the applicant/owner. Failure to maintain the parklet may result in the revocation of the permit.
- No audio systems or other sound amplification devices are permitted for incorporation in the design of any parklet and shall not be used on any parklet.
- No smoking or vaping is permitted within a parklet at any time.
- ADA Guidelines must be met at all times.
- If applicable, the applicant is responsible for obtaining separate Oregon Liquor Control Commission (OLCC) permits.
- If applicable, the applicant is responsible for following food safety guidelines as well as Center for Disease Control (CDC) guidelines regulated by the Oregon Health Authority.
- If applicable, the applicant is responsible for following fire safety guidelines as regulated by Clackamas Fire District #1.
- Permits are required annually to retain or add seating as a parklet, on a sidewalk, or in a private parking lot.

## **MAINTENANCE OF THE PARKLET**

The parklet will be owned and maintained by the applicant. The applicant is responsible for all costs associated with the design development, construction, installation, maintenance, and removal of the parklet. Approval of an application obligates the applicant to keep the parklet free of debris, grime, and graffiti, and to keep all plants in good health.

The permit requires that the facility is swept daily and debris is removed from under (if applicable) and around the parklet a minimum of once a week. A maintenance plan and agreement are required to ensure compliance.

## **PARKLET DESIGN STANDARDS**

The following design standards ensure that all parklets are safe, accessible, attractive, and functional.

## **1. BASE AND DECKING**

If proposed, parklet decking must be designed such that the parklet has a vertical lip of no more than ¼-inch as it connects to the curb and may not have more than a ½ inch gap from the curb. The cross slope from the curb to the street must not exceed 2%. This means that most parklets will likely have an elevated base decking. The submitted design must demonstrate that the deck is compliant with ADA accessibility requirements including at least one ADA-compliant access point for each parking space used.

The parklet platform may not be attached to or damage the street and must be easily assembled and disassembled. Any damage to the street is the responsibility of the applicant.

The parklet platform must be designed to allow for curblane stormwater drainage and include a minimum twelve (12") inch gutter bar. The parklet platform must be designed to not allow debris to collect underneath the deck.

## **2. PARKLET FOOTPRINT**

A buffer is required in the locations in which the parklet abuts adjacent on-street parking stalls. For parallel parking there must be a twenty-four (24") inch setback on either end of the parklet, adjacent to parallel parking, and to the roadway. Wheel stops may be used but are not required.

For diagonal and perpendicular spaces, the edge of the parklet must be set back eighteen (18") inches from the adjacent parking space on either side. This setback space must be included within the parklet space, and not be taken from the adjacent space.

For multiple businesses adjacent to each other or businesses that received approval from the City and neighboring properties to install multiple parklets, adjoining stalls are allowed without a buffer.

## **3. BUFFER**

Parklet design must include a physical continuous physical barrier along the street able to withstand impact while maintaining clear visual sightlines to the street.

To protect a parklet located on a parallel parking space from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact, must be installed on either end of the parklet and at the street edge. Cones or Type II barricades are not acceptable. Parklets occupying diagonal parking spaces are not required to have such substantial edge materials, except for the side and corners at the street edge. Additional traffic safety items may be added to the final design by City staff.



Barriers and fencing may not extend into the street side setback zone or bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/parklet, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.

#### **4. VERTICAL ELEMENTS**

Vertical elements, such as planters and umbrellas over tabletops, should be included so that the facility is visible to vehicles. Umbrellas or sails cannot be placed within 20 feet of a stop sign and must be contained within the parklet.

Applicants with overhead canopies, sails, or similar must demonstrate that the structures have the ability to withstand wind loads equal to the standards which apply on private property. Covers comprised of more substantial materials such as wood or metal are not allowed.

Applicants proposing a cover must demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.

#### **5. MATERIALS**

The use of high quality, durable materials capable of withstanding prolonged use is required. Examples include wood and metal. Pallets, construction fencing, or chain link are not allowed.

Surface materials: loose particles, such as sand or loose stone, are not permitted on the parklet. A non-slip surface is required.

#### **6. SEATING**

Everyone should be able to travel adjacent sidewalks and enjoy parklets. Furniture must be able to accommodate a minimum of one accessible space per parklet. To accommodate for social distancing measures currently in place, tables, including their seating, and circulation areas must be a minimum of 6 feet from one another.



## **7. LIGHTING**

Lighting that extends across the sidewalk must be a minimum of 8 feet above the sidewalk. Any single lighting source more than 40 watts shall be shielded.

## **8. HEATING APPLIANCES**

Portable outdoor gas-fired heating appliances (such as propane heaters) shall be approved by Clackamas Fire District #1.

## **9. SIDEWALK DIVERSIONS**

In place of a parklet, a business may choose to install a sidewalk diversion which must meet ADA guidelines, be made of durable materials, using slip resistant materials, and be protected similarly with substantial planters, weighted bollards, or other structures that can withstand light vehicular impact.

Barriers and fencing may not extend into the street side setback zone or be bolted into the street. If portable fencing is used, each section must be connected together. If cable is used for the barrier, spacing between cables cannot exceed 6-inches.

A reflective delineator post must be placed at the outer corners of the parking space/sidewalk diversion, 6-inches from the wheel stops. Delineator posts must be 36-inches tall, cylindrical, white, flexible, and must include reflective striping.



Example of a sidewalk diversion

## **APPLICATION**

An application for a Parklet Permit is required and must be approved before installation of the parklet. Once the parklet is constructed, an inspection is required to verify compliance with the approved application. Applications will be accepted on a rolling basis. A parklet applicant must comply with the applicable standards and agree to the terms of the Indemnity and Release Agreement required as part of the application including Liability Insurance covering Permittee's activity described in the Release.

## **PARKLET PERMIT FEE**

During the pilot program year of December 1, 2021 to May 31, 2022, a \$25 parklet fee will be required per year for each application type (parklet or private parking lot seating). Parklets and Sidewalk Seating shall follow Renewable Right of Way Permit fees set by Resolution in the Engineering Fee Schedule effective at the time of application unless those fees have been waived by the City Commission.

## **LIABILITY INSURANCE**

A parklet applicant must maintain general liability insurance in the amount no less than \$2 million per occurrence/\$4 million aggregate throughout the term of the parklet permit, in accordance with the Indemnity and Release Agreement obligations and City of Oregon City standards.

## **SITE PLAN**

A design document is required at the time of application submittal. A complete set of proposal drawings is required in order to be considered for approval. This site plan/design will help staff understand how your parklet would fit within the street. The site plan does not need to be drawn by a design professional, it can be done by hand or computer, and

shows the exact location of the parklet, the area around the parklet, the proposed layout and dimensions, and where parklet amenities (e.g., seating and landscape features) would be placed. Staff will determine if your selected site is appropriate for a parklet and how the parklet would integrate into the neighborhood context.

## EXHIBIT 1



Main Street from 6<sup>th</sup> Street to Hwy 99E



Main Street from 6<sup>th</sup> Street to 8<sup>th</sup> Street





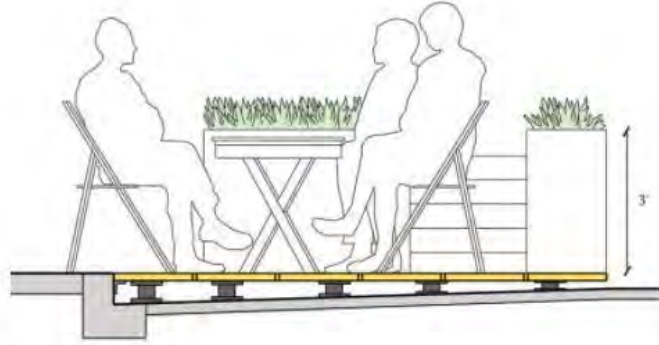
Main Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street



Main Street from 10<sup>th</sup> Street to 11<sup>th</sup> Street



## EXHIBIT 2 – Possible Options



# Private Property Outdoor Dining and Retail Program

The following temporary program is designed to support local restaurants/bars and retail subject to COVID-19 minimum spacing requirements. The purpose of the program is to temporarily allow the use of up to half of a private parking lot or other areas on private property, such as patios or decks, for outdoor seating or retail use. Simply placing furniture on an existing patio or deck is not subject to compliance with this program, however, tents or other shade structures placed on a patio or deck require compliance with this program unless approved through a Site Plan and Design Review.



This program is temporary. Outdoor dining and retail areas constructed in compliance with these provisions must be completely removed on or before May 31, 2022. The minimum parking requirements as well as other applicable land use standards are suspended and replaced with the requirements within this policy.

## DESIGN STANDARDS

### 1. SIZE

Up to 50% of the parking spaces in a parking lot on the same property as a restaurant/bar or retail business may be converted to outdoor dining/retail space. Within shopping centers, where a lot serves more than one business, the 50% limit applies to the shopping center parking lot as a whole.

### 2. DESIGN

- a. To protect the outdoor dining or retail area from parking maneuvers, substantial planters, weighted bollards, or other structures that can withstand light vehicular impact must be installed between vehicular areas and the expanded outdoor space. Cones or Type II barricades are not acceptable. A physical barrier is not required for outdoor seating/retail areas which are separated from parking lots or auto travel lanes by a raised curb, bollards, landscaping, or other continuous existing physical barrier.
- b. Minimum required landscaping shall not be removed.
- c. Required pedestrian walkways shall be maintained.
- d. An unlimited number of temporary tents, umbrellas, or and other shade structures are allowed within the expanded outdoor area with documentation



demonstrating they are secured to the ground or otherwise protected from movement. The structures may be any size.

- e. No use of the ADA stall(s) or adjacent striping is allowed.
- f. No change to the vehicular ingress/egress of the site is allowed.
- g. The following minimum clearance must be maintained within the parkinglot:  
8 feet above sidewalks/pedestrian accessways  
No cords, structures, sails, coverings, or similar may cover or extend across a space for vehicle maneuvering or parking.
- h. Any single lighting source more than 40 watts shall be shielded. Excessive lighting may be deemed a nuisance.
- i. If seating is provided, a minimum of one accessible (ADA) seat shall be provided per parklet.

### **3. MATERIALS**

- a. The outdoor dining area shall be designed for easy removal.
- b. No installation of gravel, sand, or other surface materials is allowed.
- c. No chain link, pallets, or construction fencing is allowed.

### **4. OTHER STANDARDS**

- a. Approval from the property owner is required.
- b. Approval from the Building Department and Clackamas County Fire District #1 is required.
- c. Applications must be submitted to the Planning Division.
- d. A fee of \$25 each year will be charged for participation in this program.

## **5. PERMIT SUBMITTAL REQUIREMENTS**

An application for the Private Property Outdoor Dining and Retail Program is required and must be approved before installation. Once construction is complete, an inspection is required to verify compliance with the approved application

- ✓ Application Form
- ✓ Site Plan drawing or sketch including:
  - Footprint of the proposed outdoor dining/retail area
  - Building footprints and entrances
  - Existing parking stalls
  - Existing driveways
  - Proposed vehicle circulation diagram
  - Location of barricades around outdoor dining/retail area

If an owner wishes to continue use of the outdoor dining or retail area after the closure of this program, the owner shall be responsible for obtaining proper approvals as well as compliance with all applicable standards in the Oregon City Municipal Code.



<b>APPLICATION – PARKLETS &amp; SIDEWALK SEATING</b>				Application Date:	
<b>Applicant</b>					
Name of Business:					
Business Address:			City, State & Zip:		
Contact Name:			Phone:		
Email:			Oregon City Business License Number:		
<b>Parklet or Sidewalk Seating Information</b>		<input type="checkbox"/> Parklet <b>or</b> <input type="checkbox"/> Sidewalk Seating		<input type="checkbox"/> New <b>or</b> <input type="checkbox"/> Renewal	
Parklet or Sidewalk Seating Location and Description:					
One parklet allowed per business using one parking space adjacent to business. If parking spaces unmarked, space may be 9 feet wide by 20 feet long.					
<b>Parklet Design</b>					
<input type="checkbox"/> Slip-resistant surface		<input type="checkbox"/> 1/4-inch maximum vertical drop from curb		<input type="checkbox"/> 1/2-inch maximum horizontal gap from curb	
<input type="checkbox"/> Umbrellas or sails		<input type="checkbox"/> 12-inch curb flow-through		<input type="checkbox"/> Cable barriers: 6-inch minimum spacing	
<input type="checkbox"/> ADA access point		<input type="checkbox"/> One table minimum for ADA patrons		<input type="checkbox"/> Weighted structures at ends	
<input type="checkbox"/> Vertical elements for visibility		<input type="checkbox"/> Reflective measures		Additional Elements:	
<input type="checkbox"/> Lighting: <input type="checkbox"/> Over 40W shielded <input type="checkbox"/> 8-foot minimum above sidewalk					
<input type="checkbox"/> Parallel parking: 24-inch setbacks <b>or</b> <input type="checkbox"/> Angle parking: 18-inch setbacks					
<b>SEE BACK PAGE OF THIS FORM FOR PROVISIONS AND CONDITIONS</b>					
Permission is hereby requested to construct, maintain, and use a parklet as described hereto. It is understood that this application is limited to the parklet described herein and that the business shall comply with the provisions of this application and all other applicable rules, regulations and standards of the City, County and State. The permittee assumes full responsibility for said compliance and for repair or replacement of any existing improvement damaged as a result of the parklet.					
PROPERTY OWNER SIGNATURE					
SIGNATURE OF ABUTTING BUSINESS					Address
SIGNATURE OF ABUTTING BUSINESS					Address
Attach additional pages with signatures as needed.					
I CERTIFY THE ABOVE INFORMATION IS CORRECT				Applicant's Signature:	
<b>OFFICE USE ONLY</b>					
<b>Parklets</b>	Location: <input type="checkbox"/> Street speed limit per standards <input type="checkbox"/> Location not a prohibited space				
	Coverings: <input type="checkbox"/> Umbrellas contained in footprint <input type="checkbox"/> No obstruction to adjacent business visibility <input type="checkbox"/> Umbrellas 20 feet from stop signs <input type="checkbox"/> No sightline obstruction per OCMC 10.32				
Sidewalk Seating		<input type="checkbox"/> Minimum 4-foot ADA pathway			
<input type="checkbox"/> Certificate of Insurance naming the City <input type="checkbox"/> Release and Indemnity Agreement <input type="checkbox"/> Dimensioned site plan meeting standards					
Packet Complete:		<input type="checkbox"/> Yes <input type="checkbox"/> No		Expiration Date:	
Issued by:					Date:

PERMIT NUMBER \_\_\_\_\_ IS ISSUED & ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS & PROVISIONS:

1. Street impact. Parklet shall not encroach into street. Parklet shall not be bolted to curb or street. Parklet design shall include ability for easy removal in case of need for utility or other access. Any damage to or unauthorized alteration of the right-of-way is to be repaired by permittee to City standards
2. Overhead covers. Sails or umbrellas must be able to withstand environmental loads equally to those on private property. Covers may not be comprised of more substantial materials such as wood or metal. Membrane pop-up structures such as canopies are not permitted.
3. Signage. Signage on parklet subject to City sign code and standards. Signs or covers may not obstruct abutting businesses or their signage.
4. Maintenance. Minimum weekly debris, graffiti, and grime removal required. Parklet maintenance the responsibility of the business including daily sweeping.
5. Restricted items. No audio system may be used on parklets. No smoking or vaping permitted within a parklet at any time.
6. Coordination. Separate OLCC or OHA licenses or permits are the responsibility of the business. Adjoining businesses may combine parklets at property line to avoid setback between two parklet.
7. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of use of the right-of-way authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees.
8. Permit is void before March 15 and after November 30.
9. Permit original issuance and annual review and renewal under separate processes.
10. Permit revocable at any time by the City.
11. A copy of this permit shall be kept at the business address identified on page one of this form.
12. Permittee shall adequately safeguard all construction or assembly and disassembly of a parklet with barricades, lights and/or other suitable safety devices per a temporary traffic control plan submitted to and approved by the City that follows the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" ([mutcd.fhwa.dot.gov/](http://mutcd.fhwa.dot.gov/)), Federal Highway Administration, and all OSHA rules and regulations.
13. Fire Department access to fire hydrants shall always be maintained.
14. Inspection of completed parklet or sidewalk seating for conformance with plans and standards required. A minimum of 72 hours' advance notice must be given for inspection requests (exclusive of Saturdays, Sundays, and holidays). Setup approval shall not be granted until construction debris and excess material is removed and right-of-way is deemed to be restored to acceptable condition as determined by the City.
15. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE-REFERENCED CONDITIONS	
Applicant's Signature:	Date:
Applicant's Printed Name:	Title / Organization:

Rev 2020-06-19