



**AGENDA**  
**CANBY CITY COUNCIL**  
**WORK SESSION – 6:00 PM**  
**REGULAR MEETING – 7:00 PM**  
**EXECUTIVE SESSION – 8:00 PM**  
(Executive Session will not begin prior to 8:00 pm)

**January 18, 2023**

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

**Register here to attend the meetings virtually:**  
[https://us06web.zoom.us/webinar/register/WN\\_qRPiZ81vTb-6v2Mb\\_u\\_2tQ](https://us06web.zoom.us/webinar/register/WN_qRPiZ81vTb-6v2Mb_u_2tQ)

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

For questions regarding programming, please contact:  
**Willamette Falls Studio (503) 650-0275; [media@wfmstudios.org](mailto:media@wfmstudios.org)**

Mayor Brian Hodson	
Councilor Christopher Bangs	Councilor Herman Maldonado
Councilor James Davis	Councilor Jason Padden
Council President Traci Hensley	Councilor Shawn Varwig

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**WORK SESSION – 6:00 PM**

- 1. CALL TO ORDER**
- 2. HOUSING NEEDS ANALYSIS UPDATE**
- 3. ODOT I-205 TOLLING UPDATE**
- 4. ADJOURN**

Pg. 1

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**REGULAR MEETING – 7:00 PM**

- 1. CALL TO ORDER**
  - a. Invocation
  - b. Pledge of Allegiance
- 2. NEW STAFF INTRODUCTION**
- 3. 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 January 18, 2023 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.**

4. SHOP LOCAL CANBY PRESENTATION Pg. 3
5. CANBY BEER LIBRARY UPDATE Pg. 6
6. CANBY PREVENTION UPDATE & PROCLAMATION Pg. 11
7. **CONSENT AGENDA:** This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.
  - a. Approval of the November 2, 2022 City Council Work Session and Regular Meeting Minutes. Pg. 12
  - b. Approval of the November 16, 2022 City Council Work Session and Regular Meeting Minutes.
8. **ORDINANCE**
  - a. Consider **Ordinance No. 1593**: 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. (*First Reading*) Pg. 21
9. **OLD BUSINESS**
  - a. Dog Park Project
10. **MAYOR'S BUSINESS**
11. **COUNCILOR COMMENTS & LIAISON REPORTS**
12. **CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
  - a. Bi-Monthly Reports Pg. 40
13. **CITIZEN INPUT**
14. **ACTION REVIEW**
15. **ADJOURN**



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**EXECUTIVE SESSION – 8:00 PM**  
**(Will begin after the City Council Meeting ends but not before 8:00 PM)**

**EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC.** Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

**1. CALL TO ORDER**

**2. EXECUTIVE SESSION:** Pursuant to ORS 192.660 (2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

**3. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to 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: 1/18/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Don Hardy, Planning Director  
Agenda Item: Housing Needs Analysis Update  
Goal: Align Resources to Address Future Community Growth  
Objective: Complete the City's Housing Needs Analysis

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### Summary

Canby is in the process of updating its housing needs assessment and housing production strategy reflecting anticipated housing growth over the next 20-year, with a 2043 horizon. City planning staff have been working with the Oregon State Department of Land Conservation and Development (DLCD) on what metrics to use for persons per household for the number of needed housing units. Planning staff are seeking to identify the issues around persons per household assumptions and what this means for the housing needs analysis work and to get city council's thoughts and support for using the Department of Land Conservation and Development Safe Harbor persons per household vs. the risk involved in using alternative persons per household based on detailed demographic analysis.

### Background

During the November 2, 2022 city council work session, one council member inquired about decreasing persons per household that has been a general trend in family size in Canby. DLCD uses a Safe Harbor persons per household which they explained to city and consultant staff on December 14, 2022. The Safe Harbor persons per household is 2.7 persons per household based on 2022 city demographics and using the Safe Harbor persons per household will result in DLCD recommending approval of the housing needs analysis and housing production strategy which are foundational for the anticipated urban growth boundary expansion that will be part of the comprehensive plan update starting in January 2023. DLCD staff noted that they were not aware of any Portland metro cities that had not used the Safe Harbor persons per household as part of their housing needs and housing production strategy processes. The 2.7 persons per household reflects the current Canby persons per household.

DLCD noted that if an alternative persons per household were proposed by Canby that it would need to be supported by specific demographic analysis. This would need to include Clackamas County demographic information. The overall persons per household in Clackamas County is 2.59 person per household, however a large portion of Clackamas County is rural so assessing the rural from urban areas would be needed to compare to Canby. With a detailed demographic analysis, it is also not clear how much the persons per housing hold would change, but planning staff believe that is would likely be greater than the 2.59 persons per household. Also DLCD noted that increased efficiency measures for the housing needs analysis would require a greater assessment of what the city can do to increase residential densities throughout Canby. Planning staff and hired consultant staff would like to have more flexibility on efficiency measures tailored to Canby and not be subject to extra DLCD scrutiny of residential densities. Also, using an alternative persons per household would make Canby vulnerable to lawsuits from conservation groups like 1,000 friends of Oregon who may challenge the alternative demographic analysis which would delay implementation of the comprehensive plan and transportation system plan updates.

**Discussion**

A PowerPoint presentation will be provided to the city council providing a further assessment of the persons per household and the risk elements associated with not using the Safe Harbor persons per house numbers.

**Attachments**

None

**Fiscal Impact**

Choosing to not using the Safe Harbor persons per household will required detailed demographic analysis which will require additional consultant labor cost which are undetermined at this time.

**Options**

Safe Harbor or individual demographic analysis to be used for the housing needs analysis.

**Recommendation**

Use the DLCD Safe Harbor for persons per household.

**Proposed Motion**

As this is a work session, no motion will be requested, however, planning staff is seeking general thoughts and suggestions on the two options.



## CITY COUNCIL STAFF REPORT

Meeting Date: 1/18/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Tyler Nizer, Economic Development & Tourism Coordinator  
Agenda Item: Shop Local Canby  
Goal: N/A  
Objective: N/A

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### **Summary**

Tyler Nizer, Economic Development and Tourism Coordinator will update City Council on the performance of the *Shop Local Canby* campaign that took place November 26, 2022 through January 5, 2023.

### **Background**

The City of Canby concluded its first year of the *Shop Local Canby* campaign. These promotions incentivized shopping locally at Canby's businesses for residents and visitors. The program began November 26<sup>th</sup> and ended on January 5<sup>th</sup>, 2023 with a drawing rewarding the participants who submitted complete *Shop Local Canby* cards at any of the business locations who joined these efforts.

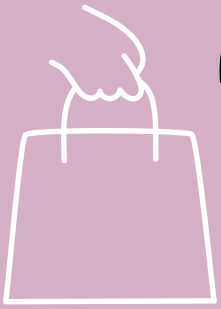
### **Discussion**

City staff will provide a summary of how the *Shop Local Canby* campaign impacted the business community of Canby. City staff are enthused to continue *Shop Local Canby*, with the program commencing on Small Business Saturday and sustaining through the holiday season annually.

### **Attachments**

- 2022 Shop Local Canby Campaign Flyer
- 2022 Shop Local Canby Campaign Map

-GET REWARDED FOR SHOPPING LOCAL-



SHOP CANBY

DINE CANBY

PLAY CANBY



SHOP LOCAL CANBY

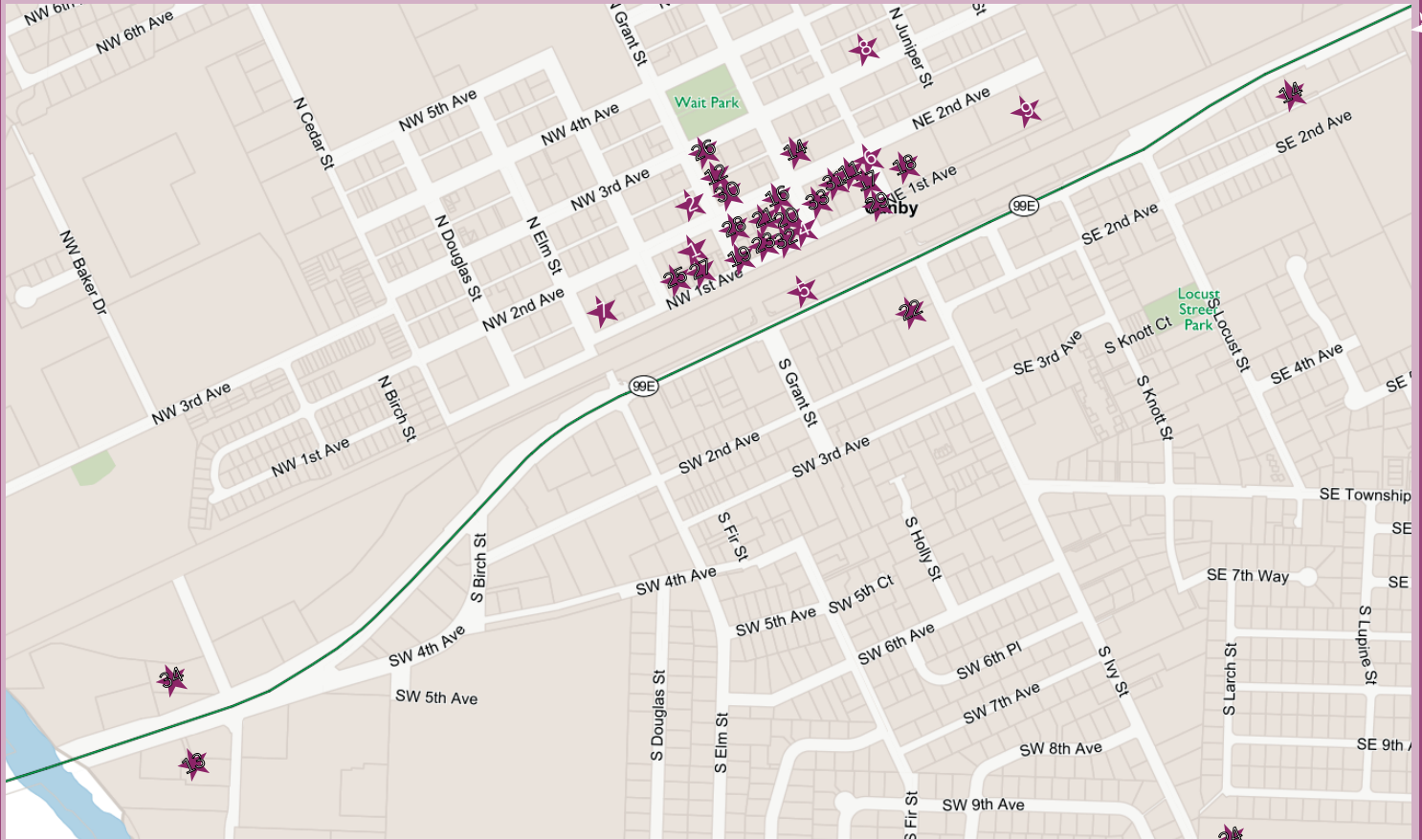
November 26th - January 5th

**How it works:** Participating businesses will have a **Shop Local Canby** decal on front door and be listed on the **Shop Local Canby** map. With each \$10 spent the local business will punch your **Shop Local Canby** card, each business can give one punch, per person, per day. Once you have filled the card with 10 separate purchases, deposit the completed card with your information in the drawing box for a chance to win prizes from local businesses. Pick up another card and fill as many cards as you like! Completed **Shop Local Canby** cards must be submitted by 8pm on Thursday, January 5th. Drawing for the prizes will take place January 6, 2023. Thanks for supporting Canby Businesses, and GOOD LUCK!



# SHOP LOCAL CANBY

## November 26th - January 5th



### PARTICIPANTS-

**1) Art-O-Maddic:** 181 N Grant St. **2) Backstop Bar + Grill:** 211 N. Grant St. **3) Baker's Prairie Bakery:** 1385 SE 1st Ave. **4) Bikes N' More:** 200 NW 1st Ave. **5) Bricks + Mini Figs:** 250 SW 1st Ave. **6) B's Bake Shoppe:** 113 NW 2nd Ave. **7) Canby Rental + Equipment:** 476 NW 1st Ave. **8) Canby Smiles:** 150 NE 3rd Ave. **9) Club Fit:** 365 S. Redwood St. **10) Cutsforth's Market:** 225 NE 2nd Ave. **11) Dahlia Home + Garden:** 115 NW 2nd Ave. **12) Ebner's Custom Meats:** 272 N Grant St. **13) F.O.B Taproom:** 1109 SW 1st Ave. **14) Fultano's:** 715 SE 1st Ave. **15) Gwynn's Coffee House:** 190 NW 2nd Ave. **16) Kings Farm to Table:** 241 NW 2nd Ave. **17) Little Love Resale:** 151 N Ivy St. **18) Los Dos Agaves:** 102 N Ivy St. **19) Mattress World:** 298 NW 1st Ave. **20) Oaxaca Bakery:** 239 NW 2nd Ave. **21) Pappy's Greasy Spoon:** 243 NW 2nd Ave. **22) Park & Lu:** 181 S. Ivy St. **23) Post Furnishings:** 288 NW 1st Ave. **24) Puddin' River Chocolates:** 1438 S Ivy St. **25) Red Door Antiques:** 394 NW 1st Ave. **26) Retro Revival:** 280 N Grant St. **27) Rice Time:** 356 NW 1st Ave. **28) Siren Song:** 136 N Grant St. **29) The Barn Door Boutique:** 107 N. Ivy St. **30) The Book Nook:** 294 NW 2nd Ave. **31) Tin + Paisley:** 249 NW 2nd Ave. **32) Ultimate Team Spirit:** 248 NW 1st Ave. **33) Wayward Sandwiches:** 117 NW 2nd Ave. **34) Wild Hare Saloon:** 1190 SW 1st Ave.



**City of Canby | Economic Development**  
 222 NE 2nd Avenue, Canby OR 97013 | 503.266.7001  
[www.canbyoregon.gov/business](http://www.canbyoregon.gov/business)





## CITY COUNCIL STAFF REPORT

Meeting Date: 1/18/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Scott Archer, City Administrator  
From: Jamie Stickel, Economic Development Director  
Agenda Item: Canby Beer Library Update  
Goal: N/A  
Objective: N/A

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### **Summary**

Bryce Morrow, owner of the former Canby Public Library building and Oregon City Brewing, will provide an update to City Council about the progress of his development in downtown Canby.

### **Background**

The City of Canby sold the former Canby Public Library building (292 N Holly Street) to Bryce Morrow in 2021. The new proposal will see the removal of a portion of the building to create an indoor/outdoor space with 8 food carts and a taproom. The redevelopment is in the planning and permitting process at this time.

### **Discussion**

Bryce Morrow will present his latest renderings and a project update to the Mayor and City Council. This presentation will include updated renderings and construction timeline, as well as provide an opportunity for questions and comments.

### **Attachments**

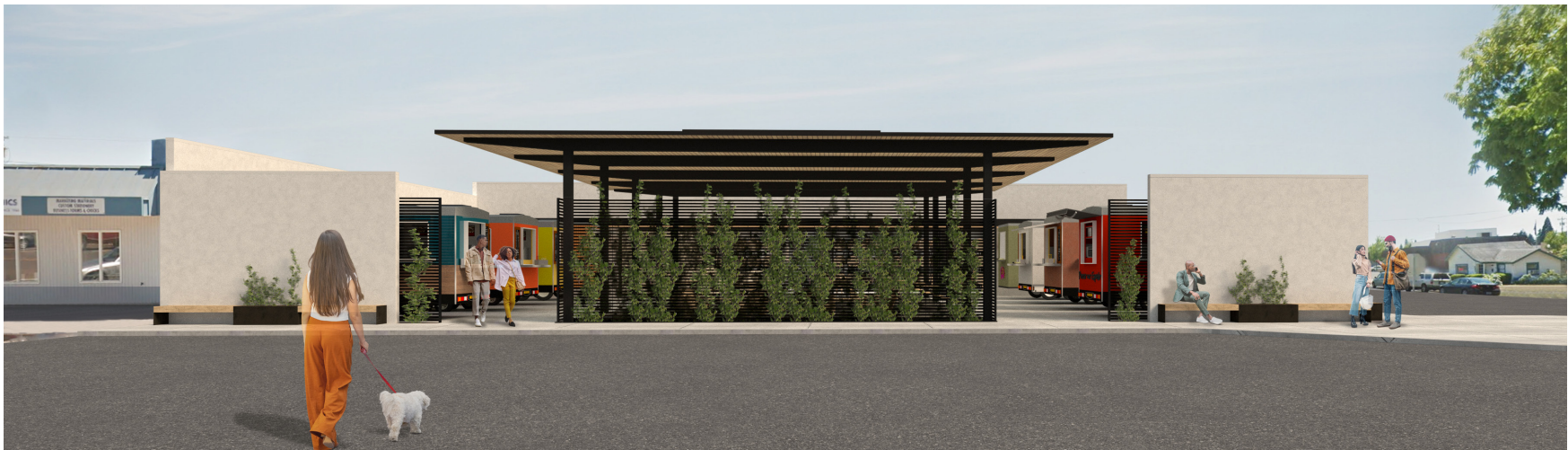
- Proposed Canby Beer Library Rendering







NORTH HOLLY STREET FACADE



NORTH 3RD AVENUE FACADE











# A Proclamation on Canby Substance Use Prevention Month, 2023

**Whereas the Canby Prevention Coalition** has designated May as Substance Abuse Prevention Month to raise awareness of the harms of illicit opioid use and prescription drug misuse;

**Whereas Drug overdoses** have taken a heartbreaking toll both nationally and locally. Illicit opioid misuse and prescription drug misuse is a major public health crisis that negatively impacts the health of our young people, leading to early addiction and death;

**Whereas** illicit opioid use and prescription drug misuse negatively affects their health and safety and wellbeing of those living and working in the Canby community; and

**Whereas, the Mayor and City Council of the City of Canby, Oregon,** are committed to supporting efforts to educate the public with the objective of changing social norms regarding illicit opioid use and prescription drug misuse.

**We commend the overwhelming majority** of our young people who are choosing to remain drug and alcohol free. We believe all of youth need to be aware of the risks and harms of illicit opioid use and prescription drug misuse and to encourage those that need help to seek services.

**Now, therefore, The City Council of the City of Canby,** Oregon proclaims our support and offers an invitation to the entire community to join us to raise awareness of the dangers of illicit opioid use and prescription drug misuse; thereby improving the health and safety of all members of our community. We invite individuals, families, governments, schools, religious and civic organizations to participate in and sponsor activities that heighten awareness regarding the dangers of illicit opioid use prescription drug misuse.

Dated this 18<sup>th</sup> day of January, 2023.

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Brian Hodson  
Mayor

**CANBY CITY COUNCIL WORK SESSION**  
**November 2, 2022**

**PRESIDING:** Mayor Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, Shawn Varwig, Greg Parker, Art Marine, and Christopher Bangs.

**ABSENT:** Sarah Spoon

**STAFF PRESENT:** Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Melissa Bisset, HR Director/ City Recorder; Don Hardy, Planning Director; Jamie Stickel, Economic Development Director; and Tyler Nizer, Economic Development & Tourism Coordinator.

**CALL TO ORDER:** Mayor Hodson called the City Council Work Session to order at 6:01 p.m. in the Council Chambers.

**Discuss Housing Need and Economic Opportunity Assessment:**

Jamie Stickel, Economic Development Director, and Don Hardy, Planning Director, presented the October 19, 2022 Joint Planning Commission/City Council Work Session follow up discussion. They reviewed the Housing Needs Analysis, Housing Production Strategy, Economic Opportunities Analysis, Comprehensive Plan, and Transportation System Plan draft schedules, population growth forecast, population trends by age cohort, Canby housing needs, residential land sufficiency, and household demand and affordability. They addressed the housing policy strategies to meet future housing needs, both what had been recently implemented by the City and what had preliminary support by consultants, staff, and/or stakeholders. They discussed pre-development pipeline projects, employment growth scenarios and staff's recommendation for the medium to high scenario, Canby EOA overall land needs, community development aspirations, draft vision statement, economic development objectives, and staff recommendations.

There was discussion regarding the population projections from PSU, acreage demand for housing and employment, average household sizes, workforce housing, growth scenarios, developing on what was currently farmland, zoning, vision statement, economic objectives, and housing policy strategies.

There was consensus to move forward with staff's recommendation for the growth scenario of medium to high. The Council was generally in favor of the vision statement and economic objectives. For the housing strategies, they suggested adding inclusionary zoning, allowing reduced parking in appropriate zones, and discussed changing the mindset to build different housing types in the City.

**ADJOURN:** Mayor Hodson adjourned the Work Session at 7:26 p.m.

**CANBY CITY COUNCIL  
REGULAR MEETING MINUTES  
November 2, 2022**

**PRESIDING:** Mayor Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, Shawn Varwig, Greg Parker, Art Marine, and Christopher Bangs

**COUNCIL ABSENT:** Sarah Spoon

**STAFF PRESENT:** Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; and Melissa Bisset, HR Director/ City Recorder; Jerry Nelzen, Public Works Director; Jeff Snyder, Public Works Supervisor; Paul Waterman, Network Administrator; Jorge Tro, Police Chief; Doug Kitzmiller, Captain; and Jose Gonzalez, Captain.

**CALL TO ORDER:** Mayor Hodson called the Regular Meeting to order at 7:34 p.m. in the Council Chambers followed by opening ceremonies.

**PROCLAMATION:** Small Business Saturday – Mayor Hodson read the proclamation declaring November 26, 2022 as Small Business Saturday.

Jamie Stickel, Economic Development Director, discussed the need to support local businesses.

Jim Davis, Fire Chief, thanked everyone involved in economic development.

**NEW STAFF INTRODUCTIONS:** Scott Archer, City Administrator, introduced Amber Quinn, Library Manager, and Philip Yokum, Children's Librarian.

**UPDATE ON CLACKAMAS 800 RADIO GROUP (C800):** Jorge Tro, Police Chief, gave an update on the project including a background on the C800 system, bond for the upgrade, budget shortfall to complete the project, how the project was back on track to be completed by summer 2023, ARPA funds to help with the shortfall, and the estimated cost to the City.

Mr. Archer discussed options for this one time budget expense.

**PRESENTATION OF ACCREDITATION AWARD:** Scott Hayes, Executive Director of the Oregon Accreditation Alliance, presented the Canby Police Department with its first Accreditation Award. He explained the purpose of accreditation, standards, and compliance.

Chief Tro added that this was one of his priorities when he became chief. He thanked Captain Kitzmiller for his work on this.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** Jason Padden, Canby resident, gave an update on the Planning Commission work items. There was one vacancy on the Commission.

**CONSENT AGENDA: \*\*Council President Hensley moved to approve the minutes of the August 31, 2022 Special Called Meeting and the appointment of Cara Hawkins to the Parks and Recreation Advisory Board for a term expiring June 30, 2024. Motion was seconded by Councilor Varwig and passed 5-0.**

**ORDINANCES:**

Ordinance 1586 – **\*\*Councilor Varwig moved to adopt Ordinance 1586, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND DAVE CONNER. Motion was seconded by Councilor Marine and passed 5-0 by roll call vote.**

Ordinance 1587 – Mr. Archer said this would upgrade the City's IT system from an on-premises server to a Cloud based server. There was a one-time migration fee and an ongoing annual maintenance contract fee.

Councilor Varwig asked about potential security risks and email access.

Paul Waterman, Network Administrator, explained how the upgrade would improve security and provide availability in a disaster.

**\*\*Councilor Parker moved to pass Ordinance 1587, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN ANNUAL AGREEMENT WITH MICROSOFT AND ONE-TIME MIGRATION PROJECT WITH CONVERGEONE, INC. FOR MICROSOFT OFFICE 360 SOFTWARE to come up for a second reading on November 16, 2022. Motion was seconded by Councilor Bangs and passed 5-0 on first reading.**

Ordinance 1588 – Chief Tro said if approved, police officers would be required to record encounters of reasonable suspicion or probable cause of a crime occurring. This would be a five year contract for the cameras which would be paid out of the budget as well as grants. He explained what the contract included and features of the system.

Councilor Marine asked about human error.

Chief Tro thought it would get better with practice and more than one officer might be recording at the same time. People were advised when they were being recorded.

Councilor Bangs asked if it would be the same procedure for the School Resource Officer. Chief Tro said yes, but there were more restrictions on releasing anything related to juveniles.

Councilor Marine asked if the Behavioral Health Officer would have a camera. Chief Tro said that officer would not have a body camera.

**\*\*Council President Hensley moved to pass Ordinance 1588, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AXON ENTERPRISES IN THE AMOUNT OF \$185,714.70 FOR THE**



**PURCHASE OF BODY WORN CAMERAS to come up for a second reading on November 16, 2022. Motion was seconded by Councilor Varwig and passed 5-0 on first reading.**

Chief Tro noted he would be coming back to Council with a request to purchase new in-car video cameras.

**OLD BUSINESS:** Dog Park Update – Jerry Nelzen, Public Works Director, and Jeff Snyder, Public Works Supervisor, presented bid alternates to reduce the cost of the project. They cautioned eliminating too many amenities and triggering starting the County process over.

Mr. Archer explained both the City and County land use processes for the project. It would be a Type I process for the City, and the County said they were still working through their process. Because the property was outside the City limits and Urban Growth Boundary, there were additional challenges.

There was discussion regarding reducing the sidewalk, how eliminating amenities would affect the quality of the park, and putting in a pedestrian crossing at Territorial.

Jason Padden, Canby resident, thought the cost of the dog park would continue to rise if it was put off. He noted the City had a leash law and did not think the dog park community meeting was properly facilitated for those who wanted to discuss the amenities and cost. He explained why the alternate locations for the dog park did not work, how the proposed location was the best one, and how they should be working on a location for a second dog park.

Mary Doak, Canby resident, did not think the Council was listening to citizens. She questioned the criteria for vetting the locations for the dog park. She compared the proposed location to Molalla River State Park and explained how Molalla River State Park was better.

Mayor Hodson clarified the vetting of the options that had been done and how the proposed location was chosen as the best option.

Ms. Doak thought the process needed to slow down and current information needed to be gathered.

Mayor Hodson said the Council was listening. They were going through the process with the County and there would be several more discussions on this topic.

**MAYOR'S BUSINESS:** Mayor Hodson reported on the Parks and Recreation Advisory Board meeting where the Parks Master Plan CIP was discussed. The Oregon Mayors Association Task Force on Homelessness was asking for the City's support to ask the State legislature for funds to be given to cities to address homelessness.

There was consensus for the Mayor to move forward with support, but cautiously and asking questions about possible strings attached.

Mayor Hodson thanked the downtown businesses for the Halloween event. Bridging Cultures would hold their Thanksgiving Dinner on November 19 and the Light the Night event would be held on December 2.



**COUNCIL COMMENTS & LIAISON REPORTS:** Council President Hensley said the Suicide Prevention Task Force was looking for more members. There would be a Canby Center Food Bank Fundraiser this Saturday.

Councilor Varwig attended the Clackamas Cities Dinner.

Fire Chief Davis said they were currently updating their Strategic Plan. He discussed increasing call volume, how workforce was an issue, partnership with the Police Department, and Canby Rotary generator project phase 1 which was now completed.

Councilor Varwig reminded everyone next Tuesday was election day.

Councilor Bangs discussed school conferences. He responded to Ms. Doak's comments regarding the dog park vetting and explained why he supported the proposed location. He thought a lot of false information was being shared in the community and he was asking for honesty.

Councilor Marine noted there would be a Canby Utility fee increase, not a rate increase.

**CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS:** Mr. Archer said there would be a dedication of the Arch and Quiet Zone tomorrow as well as First Thursday. There would be a free leaf drop off at the Public Works facility on December 3.

**CITIZEN INPUT:** None.

**ACTION REVIEW:**

1. Approved the Consent Agenda.
2. Adopted Ordinance 1586.
3. Passed Ordinances 1587 & 1588 to a second reading on November 16, 2022.

There was no Executive Session.

The meeting was adjourned at 9:48 p.m.

Melissa Bisset  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood

**CANBY CITY COUNCIL WORK SESSION**  
**November 16, 2022**

**PRESIDING:** Council President Hensley

**COUNCIL PRESENT:** Shawn Varwig, Art Marine, Christopher Bangs, and Sarah Spoon.

**ABSENT:** Brian Hodson and Greg Parker.

**STAFF PRESENT:** Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Maya Benham, Deputy City Recorder; and Jamie Stickel, Economic Development Director.

**CALL TO ORDER:** Council President Hensley called the City Council Work Session to order at 6:34 p.m. in the Council Chambers.

**Community Enhancement Grant Program – Small Business:**

Jamie Stickel, Economic Development Director, gave a background on the grant program, who could apply, and funding disbursement. The program was a pilot program to determine need and evaluate effectiveness. She asked for any clarifications to the program.

There was discussion regarding the disbursement, prioritization of the projects, events should be open to the public, and 18 months for applicants to finish the projects.

**ADJOURN:** Council President Hensley adjourned the Work Session at 6:47 p.m.

**CANBY CITY COUNCIL**  
**REGULAR MEETING MINUTES**  
**November 16, 2022**

**PRESIDING:** Council President Hensley

**COUNCIL PRESENT:** Shawn Varwig, Greg Parker, Art Marine, Sarah Spoon, and Christopher Bangs.

**COUNCIL ABSENT:** Brian Hodson

**STAFF PRESENT:** Scott Archer, City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Maya Benham, Deputy City Recorder; Jorge Tro, Police Chief; Jamie Stickel, Economic Development Director; Don Hardy, Planning Director; and Danny Smith, Library and IT Director.

**CALL TO ORDER:** Council President Hensley called the Regular Meeting to order at 7:03 p.m. in the Council Chambers followed by opening ceremonies.

**LIBRARY ADVISORY BOARD UPDATE:** Suzy Stutes, Chair, and Lois Brooks, Vice Chair, presented the Library Advisory Board update. They discussed the Board makeup, duties of the Board, accomplishments, and future opportunities and challenges.

The Council thanked them for their work. There was discussion regarding changing demographics in the City.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** Chase, Boy Scout Troop 258, was in attendance for a Citizenship in the Community badge requirement.

Mary Doak, Canby resident, discussed the negative aspects of dog parks and why people she had talked to said they would not use a dog park if it was built. She did not think they should spend money on a dog park that would only be used by a small percentage of citizens.

Councilor Spoon said no park served everyone, but that didn't mean it didn't bring value to the community.

Carol Palmer, Canby resident, said the Willamette Falls and Landings Heritage Area Coalition wanted to reconnect with Canby and the City Council.

**CONSENT AGENDA:** **\*\*Councilor Varwig moved to approve the minutes of the February 11, 2022 Goal Setting City Council Meeting and the Limited On-Premises, Commercial OLCC Liquor License for Ligatich Inc./Biscuits Café located at 1477 SE First Avenue. Motion was seconded by Councilor Spoon and passed 6-0.**

#### **ORDINANCES:**

Ordinance 1587 – **\*\*Councilor Spoon moved to adopt Ordinance 1587, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN ANNUAL AGREEMENT WITH MICROSOFT AND ONE-TIME MIGRATION PROJECT WITH CONVERGEONE, INC. FOR MICROSOFT OFFICE 360 SOFTWARE. Motion was seconded by Councilor Bangs and passed 6-0 by roll call vote.**

Ordinance 1588 – There was discussion regarding the features and use of the cameras.

**\*\*Councilor Bangs moved to adopt Ordinance 1588, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AXON ENTERPRISES IN THE AMOUNT OF \$185,714.70 FOR THE PURCHASE OF BODY WORN CAMERAS. Motion was seconded by Councilor Varwig and passed 6-0 by roll call vote.**

Ordinance 1589 – Jorge Tro, Police Chief, said this was a five year contract for in-car video cameras and would be compatible with the body worn cameras.

**\*\*Councilor Varwig moved to approve Ordinance 1589, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AXON ENTERPRISES IN THE AMOUNT OF \$207,632.40 FOR THE PURCHASE OF IN CAR VIDEO CAMERAS to come up for a second reading on**

**December 7, 2022. Motion was seconded by Councilor Marine and passed 6-0 on first reading.**

Ordinance 1590 – Don Hardy, Planning Director, discussed the housing and economic analysis that had been done and how it segued into the Comprehensive Plan update process. He explained why they chose 3J Consulting and how this work would continue in future fiscal years which could lead to a possible Urban Growth Boundary expansion process. He summarized the timeline for the project.

There was discussion regarding excluding the golf course in the number of residential acres available and rezoning some residential land to Institutional to better reflect the use of the land.

**\*\*Councilor Spoon moved to approve Ordinance 1590, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH 3J CONSULTING FOR FISCAL YEAR 2022-2023 WORK ON THE CANBY COMPREHENSIVE PLAN AND TRANSPORTATION SYSTEM PLAN IN THE AMOUNT OF \$157,121.00 to come up for a second reading on December 7, 2022. Motion was seconded by Councilor Bangs and passed 6-0 on first reading.**

**CONSIDER CANCELLATION OF DECEMBER 21, 2022 COUNCIL MEETING:**

After some discussion, there was consensus to wait until the December 7 meeting to decide on the cancellation.

**MAYOR'S BUSINESS:** None.

**COUNCIL COMMENTS & LIAISON REPORTS:** Councilor Spoon announced her resignation from the Council effective December 23, 2022. There was agreement to hold a special meeting on December 21 for interviews to fill the Council vacancy.

There was discussion regarding the application process.

Councilor Parker appreciated staff's bi-monthly reports. He encouraged the Council to support equipment requests that increased efficiencies.

Councilor Varwig reported on the Planning Commission meeting where an annexation and zone change was discussed. He thanked citizens for re-electing him.

Councilor Bangs read a letter he received regarding false information about school library materials.

Councilor Marine congratulated the winners of the election.

Council President Hensley said the Suicide Prevention Task Force was looking for more public engagement. She reported on the Traffic Safety Commission meeting where they discussed issues on Territorial. Knights Bridge would be closed in the spring for six months and detour routes were being discussed.

**CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS:** Mr. Archer announced the Light the Night event on December 2 and free leaf drop at the Public Works Facility on December 3.

**CITIZEN INPUT:** None.

**ACTION REVIEW:**

1. Approved the Consent Agenda.
2. Adopted Ordinances 1587 & 1588.
3. Approved Ordinances 1589 & 1590 to a second reading on December 7, 2022.
4. Approved to hold a Special Called Council Meeting on December 21, 2022 for Council interviews.

There was no Executive Session.

Council President Hensley adjourned the meeting at 8:20 p.m.

Melissa Bisset  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood



## CITY COUNCIL STAFF REPORT

Meeting Date: 1/18/2023

To: The Honorable Mayor Hodson & City Council

From: Scott Archer, City Administrator

Agenda Item: Ordinance No. 1593: 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. (*First Reading*)

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. The current 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 two aging facilities.

### Discussion

The City Council has expressed a desire for 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. Last year, 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's Board of Directors and Superintendent have been highly cooperative in reaching agreement on a longer-term lease. The Canby School District's Board of Directors previously 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).

### **Attachments**

2016 Ground Lease

2022 Ground Lease Amendment

Ordinance No. 1593

### **Fiscal Impact**

\$200,000 - \$400,000

### **Options**

1. Approve Ground Lease Amendment and adopt Ordinance No. 1593.
2. Do not approve Ground Lease Amendment and do not adopt Ordinance No. 1593, 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. 1593.

### **Proposed Motion**

"I move to approve Ordinance No. 1593, 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 to a second reading on February 1, 2023."

**ORDINANCE NO. 1593**

**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;

**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, January 18, 2023, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, February 1, 2023, commencing at the hour of 7:00 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 regular meeting thereof on February 1, 2023, by the following vote:

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

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

ATTEST:

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

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.

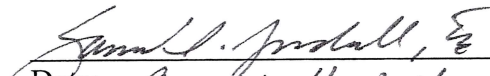
11.19 **Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Property or in order to 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.

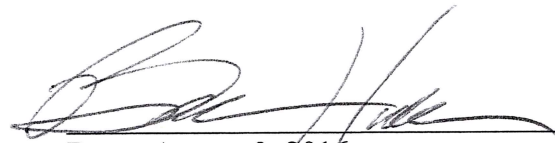
LANDLORD:

CANBY SCHOOL DISTRICT NO.86

  
Date: August 11, 2016  
Name: Samuel Goodall  
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.





**City of Canby Bi-Monthly Report**  
**Department: Administration**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Melissa Bisset, HR Director/City Recorder  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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**Board and Commissions** - Current Vacancies

Board/ Commission/ Committee	Vacancy	Applications Received	Status
Budget/Urban Renewal Committee	3		1 opening term ends 6/30/2023, and 2 openings term ends 6/30/2025
Planning Commission	2		1 opening term ends 12/31/2023, 1 opening term ends 12/31/2024
Transit Advisory Committee	4	1	3 openings term ends 3/31/2023, 1 term ends 3/31/2025
Heritage & Landmark Commission	2		1 opening term ends 6/30/2025, and 1 student opening term ends upon graduation
Canby Utility Board	1	1	Term ends 2/29/2024

**Liquor Licenses/ Noise Variance Application**

Processed one noise variance application.

**Public Records Requests**

Processed four public records requests.

**Recruitments/ New Hires**

- Police Officer Lateral
- Maintenance Worker I
- Lifeguard I/Instructor I
- Maintenance Worker I
- Police Records Specialist



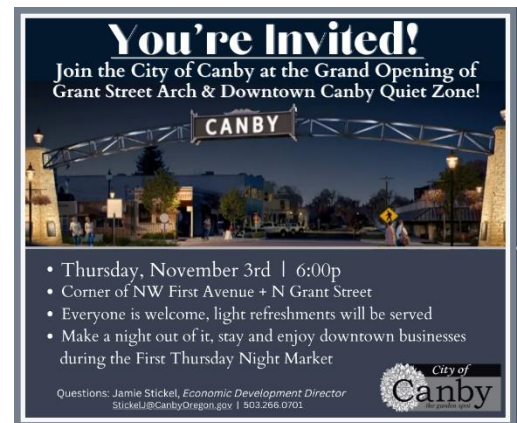
**City of Canby Bi-Monthly Report**  
**Department: Economic Development**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Jamie Stickel, Economic Development Director  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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**Economic Development Director Updates**

**Grant Street Arch & Downtown Quiet Zone Grand Opening:** On Thursday, November 3<sup>rd</sup>, 2022, the City of Canby held the Grand Opening for the Grant Street Arch & Downtown Quiet Zone. The event was held in conjunction with the Canby First Thursday Night Market, which occurs every month on the first Thursday of the month. The event was well attended and featured several speakers who spoke to the history of the quiet zone and arch in Canby, outlined the process from design to construction, and celebrated the hard work and dedication of staff, City Council, and the consultants on the project. A commemorative plaque was unveiled during the event. A time capsule is proposed for the pillar on the northwest corner of the archway and is planned to be installed in January.



**Community Enhancement Grant Program:** The Canby City Council reviewed Community Enhancement Grant Program at the November 16<sup>th</sup> City Council meeting. The City Council approved \$50,000 for a community grant program in the 2022 – 2023 fiscal year. The concept for the grant program was created to engage and fund projects, programs, and events that directly benefit the Canby community. The intention of the Community Enhancement Grant Program is to assist in funding non-profits and not-for-profit organizations, neighborhood associations and homeowners associations, and businesses. The grant can be spent on projects, programs, and events which improve and enrich Canby. Any individual, entity, or business seeking funding from the Community Enhancement Grant program must be located within Canby city limits and the funding must be put toward a project that supports the Canby community. The Community Enhancement Grant program is a pilot program intended to determine the need within Canby and evaluate the effectiveness of the program on a long-term basis. The grant will be open and available to local residents, community organizations, and businesses in January 2023.

**Canby High School Job Shadow:** On Thursday, November 17<sup>th</sup>, the City of Canby's Economic Development Department hosted a student for a job shadow as part of a Canby High School program. The student shadowed Economic Development Director Jamie Stickel to learn more about opening a business and the local business community. The student came prepared with a list of interview questions to learn more about City of Canby operations, how to start a business, and additional general questions on how to best

prepare for a career. In addition to a tour of City Hall, the student was introduced to two local business owners – Frank Cutsforth and Gwynn’s Coffeehouse owners – to get a better feel of local businesses in Canby.

**Canby Depot Museum Local Register of Historic Resources Application:** The Canby Historical Society submitted an application to add the Depot Museum to the Local Register of Historic Resources. The City’s Heritage and Landmark Commission reviewed and approved the application at a December 5<sup>th</sup> Public Hearing. During the public hearing, the Heritage and Landmark heard background on the Depot Museum including its historical integrity and historical significance. The Canby Depot Museum Canby’s Southern Pacific Railroad Depot is eligible for listing on the Canby Historic Landmark Register for its association with the early development of Canby as a shipping and distribution center on the Southern Pacific’s mainline that linked Portland to California. The railroad brought greater economic flexibility, opened markets for shipping local crops and goods, and increased the number of permanent residents in the city. The application will then be sent to the City’s Planning Commission and City Council for approval of the Historical Protection Overlay Zone as outlined in Canby Municipal Code 16.110. The Planning Commission Public Hearing is proposed for Monday, January 9<sup>th</sup>, 2023.

**KOIN TV Marketing:** On Friday, December 9<sup>th</sup>, Economic Development Director, Jamie Stickel, was interviewed by KOIN TV on the “Shop Local Canby” promotion. The interview occurred at Gwynn’s Coffeehouse and featured B-Roll (secondary video) of three additional downtown businesses – King’s Farm to Table, Tin & Paisley Boutique, and the Canby Book Nook. The promotion featured two spots – one to be featured on their morning program and the other as a commercial for Canby and the Shop Local Canby program. The marketing effort was coordinated by Mt. Hood Territories, Clackamas County’s Tourism Department.

**Oregon Business Plan Leadership Summit:** The Oregon Business Plan hosted its Leadership Summit on Monday, December 12<sup>th</sup> at the Oregon Convention Center. The Oregon Business Plan, launched in 2002, is an ongoing collaborative effort between Oregon’s business community, its elected leaders, and other key stakeholders to achieve greater economic growth and prosperity across all of Oregon’s regions. The Business Plan has four long-range goals: Grow Wages, Increase the Share of People Working, Grow Household Wealth, and Increase Economic Mobility. The Oregon Business Plan’s theme for 2022 Leadership Summit, was “Seizing the Moment”. The forum advocated policy and investment proposals for a stronger position in the semiconductor industry and in advanced manufacturing, expanded postsecondary education access, inroads in solving Oregon’s homelessness and housing affordability crisis, and other opportunities to benefit more Oregonians, in particular those historically excluded.

**Community Development Team:** The City of Canby’s Economic Development Department hosts the Community Development Team in the fall and spring. The fall 2022 meeting was held on Thursday, December 15<sup>th</sup> at City Hall. The meeting is attended by staff members from the City of Canby, DirectLink, Canby Utility, Canby Fire, Canby School District, Clackamas County Economic Development, and Canby Area Chamber of Commerce. The Community Development Team’s purpose is to engage community partners in Economic Development policy, marketing initiatives, and business recruitment and retention efforts.

## **Economic Development and Tourism Coordinator Updates**

### **Promotion**

**Shop Local Canby** – The Economic Development Team put together a new campaign, bolstering the efforts of Small Business Saturday. Shop Local Canby began on November 26<sup>th</sup>. These efforts are planned to go until January 5<sup>th</sup>, 2023. Complete as many cards as you can through January's First Thursday Night Market, January 5<sup>th</sup>, for great prizes!

Participating businesses will have a Shop Local Canby decal on their front door and be listed on the Shop Local Canby map. With each \$10 spent the local business will punch your Shop Local Canby card, each business can give one punch, per person, per day. Once participants have filled the card with 10 separate purchases, deposit the completed card with their information in the drawing box for a chance to win prizes from local businesses. Pick up another card and fill as many cards as they like! Completed Shop Local Canby cards must be submitted by 8pm on Thursday, January 5<sup>th</sup>. There will be a drawing held on Friday, January 6<sup>th</sup> for all the completed Shop Local Canby cards.



### **PARTICIPATING BUSINESSES**

1) [Art-O-Maddic](#): 181 N Grant St. 2) [Backstop Bar + Grill](#): 211 N. Grant St. 3) [Baker's Prairie Bakery](#): 1385 SE 1st Ave. 4) [Bikes N' More](#): 200 NW 1st Ave. 5) [Bricks + Mini Figs](#): 250 SW 1st Ave. 6) [B's Bake Shoppe](#): 113 NW 2nd Ave. 7) [Canby Rental + Equipment](#): 476 NW 1st Ave. 8) [Canby Smiles](#): 150 NE 3rd Ave. 9) [Club Fit](#): 365 S. Redwood St. 10) [Cutsforth's Market](#): 225 NE 2nd Ave. 11) [Dahlia Home + Garden](#): 115 NW 2nd Ave. 12) [Ebner's Custom Meats](#): 272 N Grant St. 13) [F.O.B Taproom](#): 1109 SW 1st Ave. 14) [Fultano's](#): 715 SE 1st Ave. 15) [Gwynn's Coffee House](#): 190 NW 2nd Ave. 16) [Kings Farm to Table](#): 241 NW 2nd Ave. 17) [Little Love Resale](#): 151 N Ivy St. 18) [Los Dos Agaves](#): 102 N Ivy St. 19) [Mattress World](#): 298 NW 1st Ave. 20) [Oaxaca Bakery](#): 239 NW 2nd Ave. 21) [Pappy's Greasy Spoon](#): 243 NW 2nd Ave. 22) [Park & Lu](#): 181 S. Ivy St. 23) [Post Furnishings](#): 288 NW 1st Ave. 24) [Puddin' River Chocolates](#): 1438S Ivy St. 25) [Red Door Antiques](#): 394 NW 1st Ave 26) [Retro Revival](#): 280 N Grant St. 27) [Rice Time](#): 356 NW 1st Ave. 28) [Siren Song](#): 136 N Grant St. 29) [The Barn Door Boutique](#): 107 N. Ivy St. 30) [The Book Nook](#): 294 NW 2nd Ave. 31) [Tin + Paisley](#): 249 NW 2nd Ave. 32) [Ultimate Team Spirit](#): 248 NW 1st Ave. 33) [Wayward Sandwiches](#): 117 NW 2nd Ave 34) [Wild Hare Saloon](#): 1190 SW 1st Ave.

**First Thursday Night Market** – First Thursday continues on with steady attendance through both November and December! Collaboration with the businesses saw additions such as Santa Claus and local bands playing at the Canby Library. The First Thursday Night Market occurs on a monthly basis on the first Thursday from 5:00 – 8:00p. The event encourages businesses to stay open late and invites the local community to come downtown.

**Light Up The Night**– The 21<sup>st</sup> Annual Light Up The Night took place in Canby's Downtown and in Wait Park on Friday, December 2<sup>nd</sup> 2022. The event kicked off with its festive Parade at 6pm, Lighting Ceremony at 6:30, and Pictures with Santa at 7pm! There were a record amount of residents and visitors in attendance for the festivities! Local organizations were able to show support of the event, these businesses included; Better Homes & Garden Realty, Canby Christian Church, Knights of Columbus, Light of the World Church, and Thelma's Place. These organizations offered goodies such as hot chocolate, donuts, apple cider, specialty sweet breads and more! A great evening of festive fun was had by the many present!



### **Organization**

**Canby Heritage & Landmark Committee** – The Canby Historical Society submitted an application to the Canby Heritage and Landmark Commission seeking for the Canby Depot Museum enlisted on the Canby Register of Historic Landmarks. The application passed unanimously from the Canby Heritage and Landmark Commission and will be sent to Planning Commission and then City Council for a historical protection overlay zone designation.

**Canby Area Chamber** – Tyler Nizer, Economic Development and Tourism Coordinator, is on the Canby Area Chamber of Commerce board serving as past president. This commitment consists of monthly board meetings, community and business engagement. This will be Tyler's second and final term ending December 2023. The Canby Area Chamber of Commerce has selected Tracy Zawacki as the new CEO and look forward to the impact she will have for the business community.

### **Economic Vitality**

**Oregon Tourism Leadership Academy** – Tyler Nizer, Economic Development and Tourism Coordinator, was selected along with 20 other individuals in the tourism industry to take part in the Oregon Tourism Leadership Academy hosted by the Oregon Restaurant and Lodging Association. The fourth, and final conference, was held in Springfield, Oregon December 7-9. There was extensive discussions on the impact of the University of Oregon and its 2022 World Athletics Championships had on tourism to the region. We had the opportunity to see this first hand from Euphoria Chocolate Company, a local small business who has prospered from these events. Though it was the last conference, I look forward to what the connections from classmates and speakers from the year will lead to in the future!

**Oregon Leadership Summit** – The Oregon Leadership Summit discussed many relevant topics of economic development and the business industry in Oregon. These topics included Manufacturing, Education, Housing + Homelessness, and the 2022 Oregon Business Plan. Special guests such as; Joth Ricci, President and CEO, Dutch Bros Coffee, Senator Ron Wyden, Senator Jeff Merkley, Chris Oxley, Senior Vice President, Government Affairs and Strategic Initiatives, Portland Trail Blazers, Governor-elect Tina Kotek, and many others shared their experience and thoughts for further success in Oregon's future.



***Community Tourism Leads:*** Mt. Hood Territories, Clackamas County Tourism, presented on opportunities to partner together for 2023. This brought together Cities from across the region to collaborate on tourism efforts and bring visitors to Clackamas County. We look forward to how these endeavors will influence guests to come out to the City of Canby!



**City of Canby Bi-Monthly Report**  
**Department: Finance**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Eric Kytola, Finance Director  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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The Finance team worked on the following projects and tasks over the last few months:

- Finance is in the middle of preparing audit work papers. After the bank reconciliation projects was completed, we began working on the trial balance and are hoping to turn that over to the auditors very soon.
- Bank reconciliation project: We are fine tuning the reconciliation process and are revising the cash receipting process to be more accurate and efficient moving forward.
- Back up training: The Finance Tech employee, Jillian, finished training to be the Utility Billing back up, just in time for the Utility Billing employee to start maternity leave. Immediately near the end of that training the Finance Tech had to take over 100% of the front desk duties! Jillian has really impressed us with her capacity to learn new things and has proven to be a super wonderful Finance team member.
- Procurement process: We are receiving completed checklists from numerous departments and we applaud the efforts. These documents are on the shared network drive for everyone to use. Finance hopes these documents will make purchasing requirements less mysterious and more efficient.
- Project Job Numbers: Finance started a new process involving Project Job Numbers. We will be using Projects to track expenditures related to specific projects much the same as was done in the past but we are sharing all of the information now. This is helping tremendously with project expenditure tracking.
- Finance is getting ready to start the budget process for FY2024.
- Finance is still struggling to catch up on a multitude of tasks that fell very far behind due to the challenges that started in the summer of 2021. We are hoping in the next 6 months to be able to start providing regular financial reports.



**City of Canby Bi-Monthly Report**  
**Department: Fleet**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
 From: Robert Stricker, Lead Mechanic  
 Prepared by: Same as above  
 Through: Scott Archer, City Administrator  
 Date: 1/18/2023

**Nov-22**

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	0	\$0.00	\$0.00	\$191.59	\$191.59
IT Department	0	\$0.00	\$0.00	\$0.00	\$0.00
Facilities	2	\$43.61	\$0.00	\$340.11	\$383.72
Wastewater Collections	8	\$224.04	\$149.62	\$521.98	\$895.64
Wastewater Treatment	0	\$0.00	\$0.00	\$142.21	\$142.21
Parks	3	\$64.85	\$130.69	\$938.36	\$1,133.90
Police	13	\$1,654.18	\$804.60	\$5,603.55	\$8,062.33
Streets	11	\$1,237.66	\$1,183.32	\$2,857.02	\$5,278.00
Fleet Services	2	\$210.14	\$1,110.22	\$164.95	\$1,485.31
Canby Area Transit (CAT)	24	\$4,129.32	\$3,453.67	\$12,753.61	\$20,336.60
<b>Total</b>	<b>63</b>				<b>Total \$37,909.30</b>

**Dec-22**

Department	Work Orders	Labor Cost	Material Cost	Fuel Cost	Total Cost
Administration	0	\$0.00	\$0.00	\$0.00	\$0.00
Adult Center	0	\$0.00	\$0.00	\$431.38	\$431.38
Facilities	1	\$14.54	\$0.00	\$233.69	\$248.23
IT Department	0	\$0.00	\$0.00	\$0.00	\$0.00
Wastewater Collections	10	\$516.97	\$1,984.78	\$406.74	\$2,908.49
Wastewater Treatment	4	\$663.60	\$468.25	\$140.68	\$1,272.53
Parks	6	\$504.91	\$382.37	\$786.84	\$1,674.12
Police	17	\$2,161.39	\$2,489.65	\$5,191.66	\$9,842.70
Streets	12	\$1,083.76	\$944.40	\$2,358.37	\$4,386.53
Fleet Services	0	\$0.00	\$0.00	\$54.28	\$54.28
Canby Area Transit (CAT)	18	\$6,798.24	\$1,274.48	\$9,427.62	\$17,500.34
<b>Total</b>	<b>68</b>				<b>Total \$38,318.60</b>



**City of Canby Bi-Monthly Report**  
**Department: IT**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Paul Waterman, Network Administrator  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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**November 2022**

- Tickets
  - 95 Tickets with 95 being completed.
- Highlights
  - City Microsoft O365 Migration Project Ordinance Passed.
  - Upgraded VPN Solution for City employees. City and CPD are now using the same vendor and technology maximizing license value and support knowledge.
  - Implement LEDS 2020 State Backup/Disaster Recovery System Network Configurations.

**December 2022**

- Tickets
  - 89 Work Orders with 88 being completed.
- Highlights
  - City Microsoft O365 Migration Project signed off.
  - Deployed new Canby Police Department Patrol MDTs. Updated Software deployment and configuration procedures for County and State Dispatch and LEDS.
  - Finalized and Selected Vendor Council Chambers Hybrid Meeting Tech upgrade project.
  - 80% complete consolidating all City Domain Name registration and management under one vendor
  - Designed and Implemented an updates Data Backup Policy and Retention for 2023

## Projects

<b>Fiscal Year 2022-2023 IT Projects</b>	<b>Priority Rank</b>	<b>Status</b>	<b>Projected Complete</b>	<b>Requestor</b>
ITPipes Sewer Maintenance Implementation	Med	In Progress	2023 Q1	Public Works
Cedar Conference Room Renovation	Med	In Progress	2023 Q1	Admin
Website Business License - Caselle	Med	In Progress	2023 Q1	Finance
City Business CAT Tax Online Payment & Tracking	Low	In Progress	2023 Q1	Finance
Council Chambers Renovation	High	In Progress	2023 Q1	Admin
MS365/Teams G Migration / Email Archive	High	In Progress	2023 Q1	IT
CPD Body Cam Project	Med	In Progress	2023	CPD
Video/Security System Upgrade	Low	In Queue		Admin
Phone System	Low	In Queue		IT
<b>NeoGov – Caselle (Caselle option not available)</b>	<b>Med</b>	<b>Cancelled</b>		<b>HR</b>
<b>New Dell Server for vmWare Upgrade</b>	<b>High</b>	<b>Complete</b>	<b>2022 Q3</b>	<b>IT</b>
<b>Backup and Disaster Recovery Systems Upgrade</b>	<b>High</b>	<b>Complete</b>	<b>2022 Q3</b>	<b>IT</b>
<b>VPN Solution</b>	<b>Med</b>	<b>Complete</b>	<b>2022 Q3</b>	<b>IT</b>
<b>Caselle Server Migration</b>	<b>Med-Low</b>	<b>Complete</b>	<b>2022 Q3</b>	<b>IT</b>






**City of Canby Bi-Monthly Report**  
**Department: Library**  
**For Months of: November & December 2022**







To: The Honorable Mayor Hodson & City Council  
From: Danny Smith, Library Director  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

**Usage Metrics Overview**



**CANBY PUBLIC LIBRARY**

NOV/DEC SNAPSHOT

Items added to the collection - 755 	Items checked in 39,586
Holds filled 8,570	 New cards 162
Digital checkouts 5,258 	Room reservations 100
Physical checkouts 35,416	 Adult events - 4 Participants - 121
Customer interactions - 1,868 	Children's events - 7 Participants - 196
Visitors 13,236	 Teen events - 4 Participants - 20

**Staff**

No updates at this time.

**Spaces**

With the addition of our new Library Manager and Children’s Librarian, several of the spaces around the facility are being rethought for usability and discoverability. Staff are working hard to create open sight lines, more accessible and visible collections, and new learning spaces for Canby area kiddos.

## Collections

In an effort to keep Canby's collection of library materials as fresh, clean and relevant as possible, staff are working diligently to perform routine collection maintenance. Collection maintenance involves shifting collections on the shelves to make them as user-friendly and accessible as possible, removing items in poor condition that are out-of-date and are not circulating. We are also dusting our shelves to keep the library clean and inviting. Collection maintenance is a key part of every library's routine work to ensure the collection is as robust as possible and there is space for the thousands of new items we order each year.

## General News

### *Children's Events*

- Storytime has started back up again with our new Children's Librarian Phillip Yocham. Families are adjusting to Phillip's storytime style which includes a lot of fingerplays, flannelboards, and songs. For the months of November and December storytime themes included: Food, Bears, Owls, Winter, and Pets. Each week the children became dinosaurs and marched & roared to the song "We are the Dinosaurs" by Laurie Berkner. Phillip also focused each week on the Humpty Dumpty nursery rhyme which teaches kids that stories have a beginning, middle, and end.
- Starting in 2023, twice a month, the library will be holding an exciting non-stop music and movement event for Pre-K aged children and their grownups. There will be music, shaker eggs, musical instruments, a parachute, bubbles, and more!
- In collaboration with Todos Juntos, a holiday workshop was held where kids enjoyed a fun holiday craft, free books, and cookie decorating.

### *Young Adult Events*

- The Teen Library Advisory Committee met and agreed to move program days to Wednesdays each month, which coincides with the Canby School District early release days.
- Finders Seekers Challenge (Ancient Rome): teens joined together to follow clues and solve a mystery.
- Pizza & Ping Pong: Ping pong, giant Jenga and pizza was enjoyed by all.
- Holiday Craft & Cookies: Star ornaments were made plus cookies to frost, decorate and enjoy.
- Book Giveaway: 50 copies of Braiding Sweetgrass by Robin Wall Kimmerer were given away.

### *Adult Events*

- Over the months of November and December, there were several events including crafts, acupuncture and music.
- A new art display by Lita Colligan was installed in the library facility. Lita is a self-trained artist living in Clackamas. She makes art to create places of sanctuary for herself and others. Her motifs are informed by her family roots in the American Southwest, childhood in California, and current life in the Pacific Northwest. Her works convey a sense of reverence for nature, family, and community, utilizing natural and ancestral symbols and rituals.



**City of Canby Bi-Monthly Report**  
**Department: Municipal Court**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
 From: Jessica Roberts, Municipal Court Supervisor  
 Prepared by: Same as above  
 Through: Scott Archer, City Administrator  
 Date: 1/18/2023

Canby Municipal Court has jurisdiction over all city and state traffic offenses and City Code violations committed within city limits.

Monthly Statistics	November	December
<b>Misdemeanors</b>		
Warrants Issued	6	8
<b>Misdemeanor Case Detail</b>		
Diversion/Deferred Sentence	0	1
Offenses Dismissed	17	5
Offenses Sentenced	6	0
<b>Traffic &amp; Other Violations</b>		
Offenses Filed	263	134
Cases/Citations Filed	203	99
Parking Citations Filed	4	8
<b>Traffic &amp; Other Violations Case Detail</b>		
Diversion (Good Driver Class/MIP)	35	23
Dismissal (Fix It Tickets)	3	18
Dismissed by Judge	8	5
Sentenced by Judge	28	41
Handled by Violations Bureau	67	79
Guilty by Default	43	90
<b>Traffic and Criminal Trials</b>		
Court Trial (Misdemeanor)	0	0
Jury	0	0
Traffic Trial	5	0
Defendant Accounts referred to Collections	\$19,322	\$55,075
Fines & Surcharges Collected	\$44,939.99	\$54,225.24

### **Explanation of terms:**

1. Difference between Offenses Filed vs. Cases Filed
  - Multiple offenses (charges) can be filed on any one defendant from a single traffic stop.
  - Offenses filed reflects this number. Cases filed (also called docket numbers) refers to a single defendant's matter before the court.
2. Guilty by Default. When a defendant does not appear or contact the court on their scheduled court date a defaulted conviction is entered against them on the following Thursday. A court clerk processes the default convictions.
3. The court's Violations Bureau Order allows court clerks to accept pleas, offer a deferred sentence program (if qualified) and set a payment plan, under the Judge's authority.

If a defendant qualifies, the clerks can offer an option to participate in an informative driving education course for a fee to the court. If there are no convictions during the following two months, the case will be dismissed.

Current programs and to qualify:

- Good Drivers Program (no prior traffic convictions in the last five years and no further convictions for 60 days)
  - 1st Offender - Minor in Possession of Alcohol/Marijuana citation
4. The court offers a Fix It program, which allows the defendant to have a citation dismissed if an issue with their vehicle, registration or license is fixed. There is a \$50 dismissal fee owed for each fixed violation.
  5. As of July 1, 2022, the Canby Municipal Court no longer processes misdemeanor offenses committed within city limits. The Municipal Court continues to process criminal matters cited into the court before July 1, 2022. The Misdemeanor Case Details provided in this report refer to those matters.



## City of Canby Bi-Monthly Report

Department: Parks

For Months of: November & December 2022

To: The Honorable Mayor Hodson & City Council  
From: Jeff Snyder, Public Works Supervisor  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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### **Park Renovations**

The spare conduits at S. Locust Park were located, dug up and exposed. The conduit will be used to connect power to the new shelter. The shelter project is now in the excavation stage and prepping for the setting up of the footings.

### **Park Maintenance**

All turf mowing had been completed by the end of November. Shrub and tree trimming has also occupied staff time. Staff turned their attention to leaf and storm debris removal. Building maintenance issues were addressed as found. Three hazard trees were removed at Community Park to protect the A-frame. All the wood was left for the Boy Scouts to utilize at the A-frame. Staff started the installation of the holiday lights on 1<sup>st</sup>. Ave., 2<sup>nd</sup>. Ave., Civic Plaza and at Wait Park. Installation started on November the 1<sup>st</sup>. to meet the December 2<sup>nd</sup>. Light Up the Night event which was held on December the 2<sup>nd</sup>. 2022. Staff put up a new flagpole lanyard at the Veterans memorial The Splash Pad was also winterized in early November. Playground repairs were addressed as found.

The Parks Department spent 6.5 hrs. addressing graffiti and vandalism over the last two months. Maintenance was performed at the 34 areas the Parks Department is responsible for, the Adult Center, Arneson Gardens Horticultural Park, Baker Prairie Cemetery, Beck Pond, Community Park (River), CPIP sign, Disc Golf Park, Eco Park natural area, Faist V property, Holly & Territorial welcome sign property, Hulbert's welcome sign property, Klohe Fountain, Knights Bridge right of way, Legacy Park, South Locust Street Park, Logging Road Trail and Fish Eddy/Log Boom property, Maple Street Park, Nineteenth Loop Natural area, Northwood Estates Park, NW 1<sup>st</sup> Ave., NW 2<sup>nd</sup> Ave., Police Department landscaping, Simnitt Property, Skate Park, Shop Ground, Swim Center, Timber Park, Territorial Estates Future CLC Park, Transit Bus Stop, Triangle Park, Wait Park, Willow Creek Wetlands (19<sup>th</sup> Loop), WWTP property and Zion Cemetery.

### **Meetings attended**

I attended the Park and Recreation meeting and a meeting regarding synthetic turf options at Maple Park. I attended a meeting regarding the Canby Beautification projects. I held four meetings regarding performance evaluations. Meetings were held regarding Light up the Night, Dog Park and Canby Livability Art Park design. Jason Padden met with the parks to discuss mycorrhizal applications for turf grass. Outdoor fitness equipment was discussed with National Fitness Campaign regarding grant opportunities. Willamette Valley Country Club met with us regarding upgrading their irrigation pumping station off the walking path.



## **Zion Cemetery**

At the cemetery, mowing, leaf removal, and storm debris cleanup has occupied staffs time. Floral decoration cleanup, building maintenance issues and sexton duties were performed as needed. We replaced our 1989 mausoleum lift. Three Quotes were obtained and a new Low Boy Lift has been delivered from Affordable Funeral Supply. The new lift has improved safety features, versatility and ease of uses.

## **For your Information**

Please see attached park maintenance actual hours for the months of November and December 2022. Hours are based on number of employee's (each day) x 7.5







Start of S. Locust Park Shelter Project.



Parks Department	November 2022 Actual Hours																														Total		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		31	
Adult Center										0.5						0.5																1.0	
Arneson Gardens		0.5		0.5			1.0		2.0	0.5				0.5	1.0	0.5		0.5			1.0		1.0					0.5		1.5		11.0	
Baker Prairie Cem.														3.0																2.0		5.0	
Beck Pond							1.0		0.5					0.5														4.0				6.0	
Community Park	3.0	1.0		2.5		2.5	22.5	1.0	2.0					1.5	1.0	1.0		1.0			4.0		4.0						1.0	2.0		50.0	
CPIP Sign Property																																0.0	
Disc Golf Course																																0.0	
Eco Park				0.5			1.0		0.5	0.5				0.5				3.0			0.5		0.5						0.5			7.5	
Faist V (5)																																0.0	
Holly-Territorial Sign																																0.0	
Hulberts-sign property																																0.0	
Klohe Fountain										0.5				1.0	0.5													1.0					3.0
Knights Brdg.																																0.0	
Legacy Park	0.5	1.0	3.0	1.5					1.5		4.0			1.0	1.0	1.0	5.0	1.0			3.0		1.0					0.5	1.0			27.0	
S. Locust Park	0.5	1.0		1.5					0.5	1.0				1.0	1.0						3.0		1.0					0.5	1.0			12.0	
Logging Rd. Path				1.5			1.0		5.5					1.0		0.5		1.5			6.0		1.5					0.5				19.0	
Fish Eddy-Log Boom				0.5		0.5				0.5				0.5		0.5		0.5			0.5		0.5					0.5				4.5	
Maple St. Park	10.0	1.0	4.5	1.5		0.5			1.0	2.0				9.0	1.0	1.0		1.0			2.5		3.0					1.0	0.5	5.0		44.5	
19th Loop																																0.0	
Northwood Park				0.5		0.5			0.5	0.5				0.5	3.0	0.5		0.5			1.0		0.5					0.5	0.5			9.0	
Street Landscaping	7.5	15.0	15.0	22.5		17.5	15.0	15.0	14.5					1.0							2.0		20.0									145.0	
Storm/Collect mow														1.0																		1.0	
Police Department				0.5																												0.5	
Simmitt Property																																0.0	
Skate Park				1.0		1.5			0.5	0.5				0.5		0.5		0.5			1.0							0.5	0.5			7.0	
Shops/tools-trucks			1.0														0.5						1.0							2.0		4.5	
Swim Center															1.5																	1.5	
Territorial-CLC Prop.																																0.0	
Timber Park		1.0		0.5		1.5			0.5	3.5				0.5	0.5	1.0	2.0	1.0			1.0		1.0					0.5	0.5	2.0		17.0	
Transit Bus stop	0.5	1.0		1.0		2.5			0.5	0.5				1.0	0.5	0.5		0.5			1.0		1.0					1.0	0.5	1.0		13.0	
Triangle Park										0.5				0.5	1.0			0.5														2.5	
Wait Park	2.5	1.0		1.0		5.0			1.0	5.5				16.5	16.0	20.5	15.0	21.0			7.0	40.5	9.0				34.0	38.5	22.0		256.0		
Veterans Memorial				0.5												0.5													0.5			1.5	
WWTP property																																0.0	
Zion Cemetery	13.0	15.0	15.0	5.0			7.5	15.0	7.5	7.5				15.0	15.0	21.0	7.5				7.5	5.0							1.5		150.5		
Administration						5.0				1.0											4.0											10.0	

Parks Department	December 2022 Actual Hours																														Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		31
Adult Center																																0.0
Arneson Gardens		1.0		1.0					1.0							0.5			1.0									5.0				9.5
Baker Prairie Cem.					8.0																									3.0	11.0	
Beck Pond																					0.5						0.5				1.0	
Community Park		3.0		6.0			2.5		3.0			6.0		4.0	32.5	26.5			38.5	51.5	24.5	14.0					11.0			6.5	229.5	
CPIP Sign Property																															0.0	
Disc Golf Course																															0.0	
Eco Park		0.5							0.5					1.0		0.5						6.0					0.5			1.5	10.5	
Faist V (5)																															0.0	
Holly-Territorial Sign												10.0																			10.0	
Hulberts-sign property																															0.0	
Klohe Fountain		1.0		0.5		0.5																1.0									3.0	
Knights Brdg.																															0.0	
Legacy Park		2.0		2.0		1.0		1.0	1.0			1.0	4.0		0.5				1.0		2.0	6.0					1.0			3.0	24.5	
S. Locust Park		2.0		3.5		1.0		1.0	1.0		6.0	2.0	2.0						1.0		1.5	2.0					1.0		9.0	1.5	33.5	
Logging Rd. Path		3.0		1.0		1.5		2.0	2.0		1.0		5.0		0.5						3.0						2.5			8.0	27.5	
Fish Eddy-Log Boom		0.5				0.5		0.5	0.5										1.0												2.5	
Maple St. Park		3.0			2.0	12.0	0.5	30.0	2.0		17.0		4.0	1.0	0.5				2.0		1.5	5.0					4.0			1.5	86.0	
19th Loop																															0.0	
Northwood Park		1.0					0.5		1.0				2.5		0.5				1.0		1.0						1.0				8.5	
Street Landscaping		2.0									1.0										2.0	4.0				2.0					11.0	
Storm/Collect mow																															0.0	
Police Department							0.5																								0.5	
Simmitt Property																															0.0	
Skate Park		3.0					0.5		1.0										1.0								2.0			1.5	9.0	
Shop/ tools-trucks				1.5					3.0				1.0						1.0			2.0									8.5	
Swim Center																															0.0	
Territorial-CLC Prop.																					1.0										1.0	
Timber Park		2.0					1.0		1.0			1.0	1.0		0.5				1.0			3.5					32.5				43.5	
Transit Bus stop		1.0		1.0		0.5		1.0	1.0			1.0	1.0						1.0		1.5	1.0				1.0			1.5	11.5		
Triangle Park				1.0	10.0										0.5														2.0	13.5		
Wait Park		44.0	19.0	2.0		15.5		2.5			1.0	27.5	4.0	1.0	0.5				1.0		11.0	8.0				7.0			27.0	4.5	175.5	
Veterans Memorial		1.0		1.0									8.0		0.5																10.5	
WWTP property																															0.0	
Zion Cemetery	1.0			15.0	7.5	7.5	7.5	16.5			10.0	7.5	7.5	8.5	12.5				2.5	8.5	7.5					1.0			6.0	3.0	129.5	
Administration						1.0		0.5											2.0		3.0										6.5	



**City of Canby Bi-Monthly Report**  
**Department: Police**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
 From: Chief Jorge Tro  
 Prepared by: Katie McRobbie, Administrative Supervisor  
 Through: Scott Archer, City Administrator  
 Date: 1/18/2023

	NOVEMBER	DECEMBER
Calls for Service - Dispatched 911 and Non-Emergency Calls	1033	1060
<b>PROPERTY CRIMES REPORTED</b>		
Burglary	1	2
Unauthorized Use of Motor Vehicle / Unlawful Entry into Motor Vehicle	0	3
Robbery	0	0
Theft I, II, & III	10	15
Forgery / Counterfeiting	0	1
Trespass	3	5
Vandalism / Criminal Mischief	4	7
<b>PERSON CRIMES REPORTED</b>		
Assault I, II, IV	1	1
Carrying Concealed Weapons (knife, blade, etc.)	0	0
Disorderly Conduct (includes resisting arrest)	3	0
Endangering Welfare of a Minor / Recklessly endangering	0	1
Felon in possession of firearm / restricted weapon	0	0
Harassment, Intimidation or Threats	5	8
Identity Theft	3	1
Interfering with Peace Officer	0	0
Menacing	0	0
Sex Offenses	1	0
Strangulation	0	0
<b>ARRESTS</b>		
Warrant Arrests (and contempt of court, restraining order, parole violations)	24	12
Adult and Juvenile Custodies (includes juvenile curfew)	39	39



<b>DRUG CRIMES</b>		
Possession Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	0	0
Delivery of a Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	0	1
Manufacture Controlled Substance (Cocaine, Heroin, Marijuana, Meth)	0	0
<b>TRAFFIC CRIMES, ACCIDENTS, CITATIONS</b>		
Attempt to Elude	3	2
Driving Under the Influence of Intoxicants (Alcohol & Controlled Substance)	6	5
Other Traffic Crimes (Hit & Run, Driving While Suspended / Revoked, Reckless Driving, UUMV, Failure to Surrender Suspended License / Use Invalid License)	11	12
Traffic Accidents	12	15
Traffic Citations	310	212

# **CANBY POLICE DEPARTMENT – TRAFFIC UNIT**

**SGT. MIKE SMITH**

**OFFICER ALLEN MILLER**

## **MONTHLY TRAFFIC SAFETY REPORT**

**NOVEMBER 2022**

CITATIONS:	310
DUII ARRESTS:	6
TRAFFIC CRIMES:	11
TRAFFIC CRASHES:	Injury (Traffic): 1 Injury (Patrol): 1  Non-Injury (Traffic): 1 Non-Injury (Patrol): 7  Hit & Run (Traffic): 1 Hit & Run (Patrol): 1  TOTAL CRASHES: 12
TRAFFIC COMPLAINTS:	10

**CANBY POLICE DEPARTMENT – TRAFFIC UNIT**

**SGT. MIKE SMITH**

**OFFICER ALLEN MILLER**

**MONTHLY TRAFFIC SAFETY REPORT**

**DECEMBER 2022**

CITATIONS:	212
DUII ARRESTS:	5
TRAFFIC CRIMES:	12
TRAFFIC CRASHES:	Injury (Traffic): 0 Injury (Patrol): 3  Non-Injury (Traffic): 2 Non-Injury (Patrol): 9  Hit & Run (Traffic): 0 Hit & Run (Patrol): 1  TOTAL CRASHES: 15
TRAFFIC COMPLAINTS:	7



**City of Canby Bi-Monthly Report**  
**Department: Development Services**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Don Hardy, Planning Director  
Prepared by: Laney Fouse Lawrence, Planning Technician  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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The following report provides a summary of Planning and Development Services activities for the months of November and December 2022. Please feel free to call department staff if you have questions or desire additional information about any of the listed projects or activities. This report identifies ongoing planning activities, a list of pre-application meetings, a list of project hearings and the number of projects for which the City has performed site plan review for building permits.

**Development Services Activities:**

1. **DLCD Housing Needs Analysis (HNA), Housing Production Strategy (HPS), and Economic Opportunity Analysis (EOA).** Continued development of the Housing Needs and Housing Production Strategy documents occurred in November and December, including City Council discussion in work session on November 2, 2022. Additional review of anticipated land needs occurred which will be reported out to City Council during the January 18, 2022 work session.
2. **Comprehensive Plan and Transportation System Plan.** The City Council reviewed and approved the fiscal year 2022 to 2023 scope of work and budget and final contracting with the consulting team is occurring with the kickoff of this work to start in January 2023. Additional updates will be provided to city council.
3. **Parks and Recreation Planning.** A capital improvement plan (CIP) for parks and recreation projects was forwarded to and adopted by Council on December 7, 2022. Staff are continuing to work with the master plan consultant team to prepare a System Development Charge (SDC) methodology, which will be completed in the coming months.
4. **Freeway Tolling Projects.** ODOT staff presented recommended I-205 Tolling Mitigation Measures during the December 9, 2022 mitigation meeting in Canby. Additionally, Clackamas County has facilitated an on-going discussion of affected tolling cities with meetings occurring roughly every three weeks. The county has shared comments provided to ODOT on the I-205 Tolling Project Transportation Technical Report expressing concerns that affect all Clackamas County jurisdictions. Discussions are occurring between the county and cities and DKS Associates is working with Oregon City on more refined traffic modeling along 99E and that information will be shared with Canby. Canby staff also provided a letter ODOT on January 6, 2023 requesting they address identified impacts to Canby as part of the National Environmental Policy Act Environmental Assessment (EA) Scoping process. Canby staff will review the draft EA anticipated to be released in the spring of 2023 and request further tolling mitigation as needed.

### **Land Use Application Activity:**<sup>1</sup>

1. **Pre-Application Conferences** held for the period of November 1 – December 31, 2022: Les Schwab Lot Line Adjustment; Ace Hardware Garden Center; Future BBC Commerce Park.
2. **Site Plans Submitted for Zoning Conformance** November 1 – December 31, 2022: **17** *site plan review applications* were submitted and have been or are being released for building permits.
3. **Signs Submitted for Plan Review** November 1 – December 31, 2022: **1** application submitted.

### **Planning Commission Activity:**

1. Agenda Items Reviewed November 1 – December 31, 2022. During this period, the Planning Commission:
  - a. Made a recommendation to the City Council to approve 1885 N Redwood St Annexation and Zone Change.
  - b. Approved Final Findings for 1885 N Redwood St Annexation & Zone Change.
  - c. Held a work session on the Housing Needs Analysis and Economic Opportunities Analysis Update.
  - d. Held a work session on fencing to continue previous discussions about the current standards.

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<sup>1</sup> Note that the applications listed here do not capture the department's full backlog of active land use applications and site plan reviews, many of which were either submitted prior to this reporting period or have been submitted but are currently deemed incomplete applications.





**City of Canby Bi-Monthly Report**  
**Department: Public Works**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Jerry Nelzen, Public Works Director  
Prepared by: Ronda Rozzell, Office Specialist III  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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**Facilities**

Facility Maintenance Department installed the new equipment for five automatic overhead doors with electronic code openers.



Facilities	Total Hours
November	440.5
December	390

## Streets Department

Public Works crew sanding the City of Canby roadways after Thursday's ice storm.



November Streets	Total Hours
Street Sweeping	140
Street Sweeper Maintenance	5
Street Maintenance	307.5
Sidewalks Inspections	2
Driveway Approach Inspections	2
Street Sign Maintenance	20
Street Lights	2
Dump Truck	2
Vactor	2
Mini Trackhoe	10

December Streets	Total Hours
Street Sweeping	118
Street Sweeping Maintenance	20
Street Maintenance	406
Sidewalk Inspections	3
Driveway Approaches	3
Street Sign Manufacturing	4
Street Sign Maintenance	17
Street Lights	6
Tree Trimming	15
Dump Truck	2
Vactor Usage	5
Mini Trackhoe	7



Public Works, Fleet and Wastewater's new Toyota fork lift.



<b>November Sewer</b>	<b>Total Hours</b>
Sewer Cleaning	19
Sewer Maintenance/Repair	113.5
Sewer TV'ing	5
Lift Station Maintenance	2
Locating Utilities	11
Sewer Inspections	1
Vactor Usage	12
Drying Beds	2

<b>December Sewer</b>	<b>Total Hours</b>
Sewer Cleaning	12
Sewer TV	12
Sewer Laterals/Maintenance	33
Lift Station Maintenance	17
Locating Utilities	19.5
Sewer Inspections	2
Vactor Usage	3

## Storm Water

The City of Canby's annual leaf drop off at Public Works on Saturday, December 10, 2022.



November Stormwater	Total Hours
Catch Basins	28
Drywell Maintenance	7
Erosion Control	2
Storm Line Maintenance/Repairs	5
Storm Line Inspections	3
Vactor Usage	4

December Stormwater	Total Hours
Catch Basins	3
Drywell Maintenance	2
Erosion Control Inspections	1
Vactor Usage	1



**City of Canby Bi-Monthly Report**  
**Department: Canby Swim Center**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Eric Laitnen, Aquatics Program Manager  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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November and December went as expected and the snow before the holiday was well timed. Things are a little different this winter. Since the school district changed its hours it has had an effect on our hours as well. Our afternoon and evening schedule was moved later for the most part so something had to change. We couldn't see having swimming lessons at 8pm so we have taken a break from lessons until February after the high school swim season is over. With the staffing shortage it has actually been a blessing. Swimming numbers get moved around from program to program but our attendance numbers have stayed consistent and are almost exactly the same as last year. Revenue is down from last year but I expect it will rebound in the spring.

Swim teams continue to do well with the Gators hosting a few meets and swimming to a high standard. Six Canby Gators swimmers made the Oregon top 5 this year, with Nathan Templeman being the head coach of that team. The Canby Cougars are doing very well and the girl's team finished December 5 and 0, the boys finished 4 and 1. The one boy's loss was a 2 point difference.

Nathan continues to work on getting our main water line to the pool replaced. It is 52 years old and has sprung a few leaks. It has a temporary patch on it, but we are scheduled to get it replaced this January. We hope the change over all goes as plans, cross your fingers.

We continue to look for more staff both life guards and swim instructors. We are having a job fair to show potential staff members what working as a lifeguard or a swimming instructor would entail. Hopefully it will work to pick up some more staff for the spring.



CANBY SWIM CENTER November	ADMIT 2021	ADMIT 2022	PASS 2021	PASS 2022	TOTAL 2021	TOTAL 2022	YTD TOTAL 21-22	YTD TOTAL 22-23
MORNING LAP	41	22	245	265	286	287	1353	1335
ADULT RECREATION SWIM	46	49	308	284	354	333	1820	1554
MORNING WATER EXERCISE	42	39	154	143	196	182	996	891
PARENT/ CHILD/ Family Swim	113	127	2	0	115	127	1375	1927
MORNING PUBLIC LESSONS	0	0	0	0	0	0	3000	3110
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	70	61	279	309	349	370	1384	1270
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	136	177	17	16	153	193	1768	2210
PENGUIN CLUB	0	0	0	0	0	0	765	588
CANBY H.S. SWIM TEAM	0	0	161	330	161	330	161	330
CANBY GATORS	0	0	1015	899	1015	899	3348	3489
MASTER SWIMMING	0	0	11	8	11	8	27	24
EVENING LESSONS	589	427	0	0	589	427	4103	4054
EVENING LAP SWIM	22	44	20	30	42	74	346	367
EVENING PUBLIC SWIM	124	103	1	1	125	104	1622	1229
EVENING WATER EXERCISE	0	0	0	0	0	0	0	0
ADULT LESSONS	0	11	0	0	0	11	42	56
GROUPS AND RENTALS	0	0	10	0	10	0	44	11
OUTREACH SWIMMING	0	0	0	0	0	0	0	0
<b>TOTAL ATTENDANCE</b>	<b>1,183</b>	<b>1,060</b>	<b>2,223</b>	<b>2,285</b>	<b>3,406</b>	<b>3,345</b>	<b>22154</b>	<b>22445</b>

**SUBJECT: December 2022 Attendance Numbers**  
**DATE: 2022-2023**

CANBY SWIM CENTER December	ADMIT 2021	ADMIT 2022	PASS 2021	PASS 2022	TOTAL 2021	TOTAL 2022	YTD TOTAL 21-22	YTD TOTAL 22-23
MORNING LAP	28	37	207	230	235	267	1588	1602
ADULT RECREATION SWIM	34	20	336	262	370	282	2190	1836
MORNING WATER EXERCISE	13	45	133	113	146	158	1142	1049
PARENT/ CHILD/ Family Swim	32	18	4	0	36	18	1411	1945
MORNING PUBLIC LESSONS	0	0	0	0	0	0	3000	3110
SCHOOL LESSONS	0	0	0	0	0	0	0	0
NOON LAP	54	63	248	280	302	343	1686	1613
TRIATHLON CLASS	0	0	0	0	0	0	0	0
AFTERNOON PUBLIC	119	217	13	30	132	247	1900	2457
PENGUIN CLUB	0	0	0	0	0	0	765	588
CANBY H.S. SWIM TEAM	0	0	403	499	403	499	564	829
CANBY GATORS	0	0	987	834	987	834	4335	4323
MASTER SWIMMING	0	0	7	10	7	10	34	34
EVENING LESSONS	290	0	0	0	290	0	4393	4054
EVENING LAP SWIM	28	28	15	21	43	49	389	416
EVENING PUBLIC SWIM	112	96	0	11	112	107	1734	1336
EVENING WATER EXERCISE	0	0	0	0	0	0	0	0
ADULT LESSONS	10	22	0	0	10	22	52	78
GROUPS AND RENTALS	0	0	0	0	0	0	44	11
OUTREACH SWIMMING	0	0	0	0	0	0	0	0
<b>TOTAL ATTENDANCE</b>	<b>720</b>	<b>546</b>	<b>2,353</b>	<b>2,290</b>	<b>3,073</b>	<b>2,836</b>	<b>25227</b>	<b>25281</b>



**City of Canby Bi-Monthly Report**  
**Department: Transit**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Todd Wood, Transit Director  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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1) Grant Funding and Contracts:

The following grant activities have taken place:

- 23-25 Applications for 5310 and 5311 submitted
- 23-25 Applications for STIF approved by TriMet board
- Monthly Elderly and Disabled reports have been submitted to TriMet
- Quarterly Charter reports Submitted
- National Transit Database report submitted

2) Ridership:

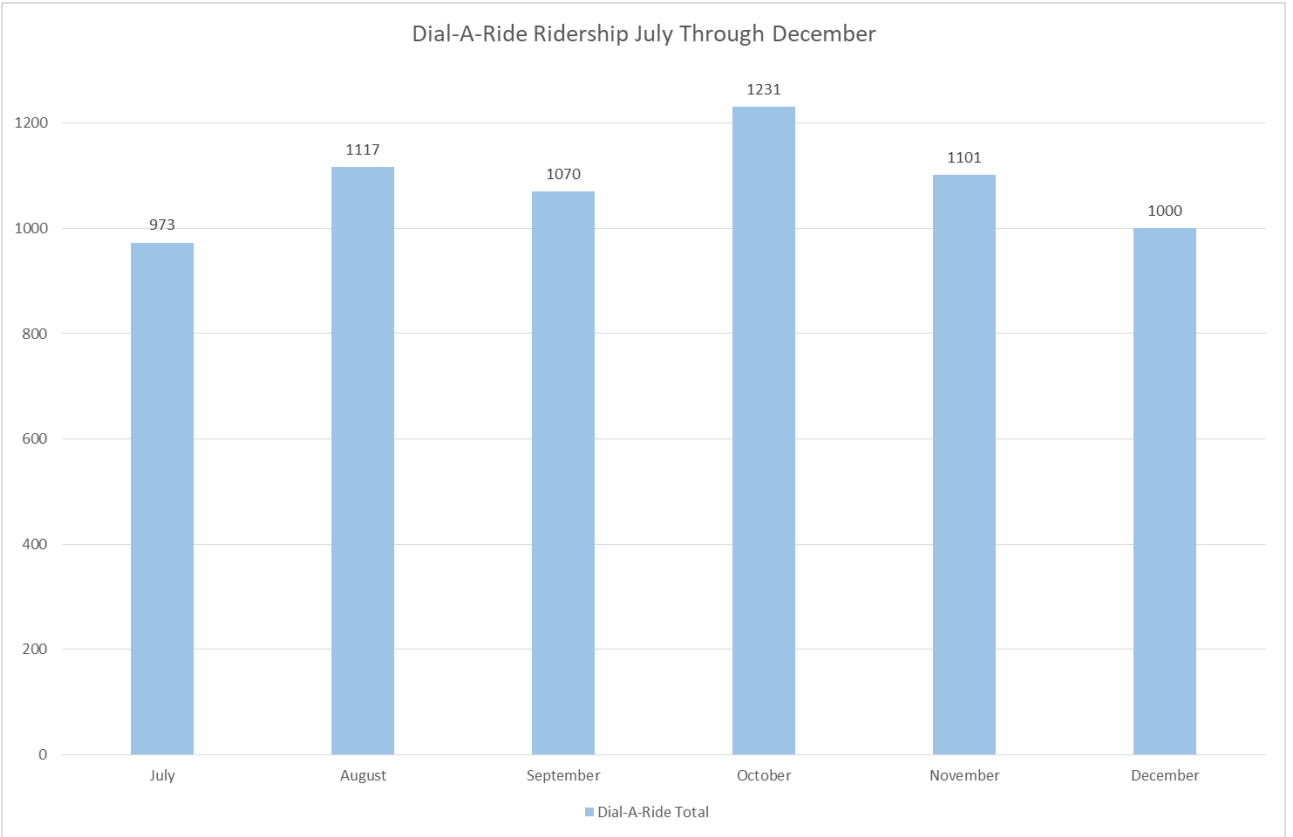
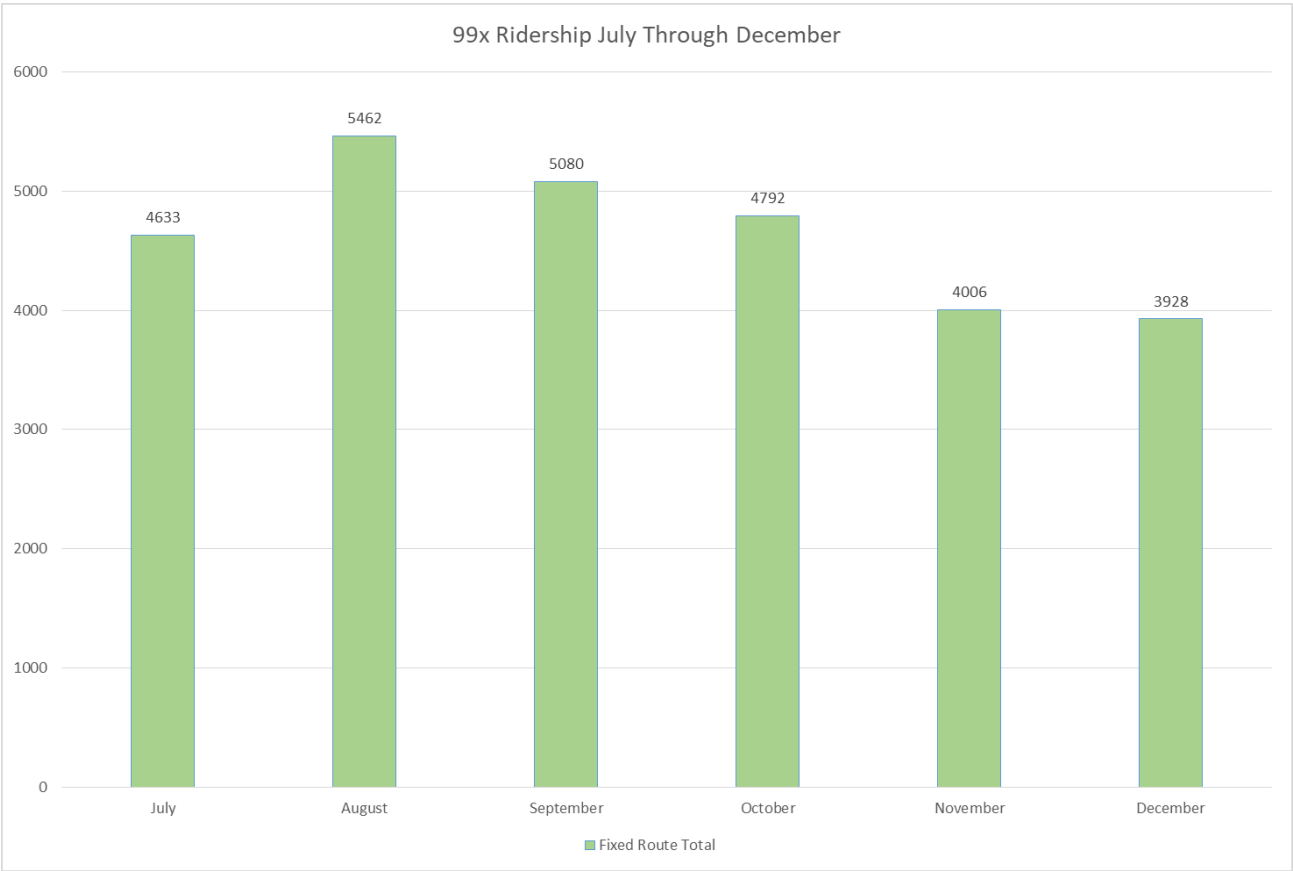
Ridership for November and December saw typical drops. The winter months see decreases due to Holidays and winter weather.

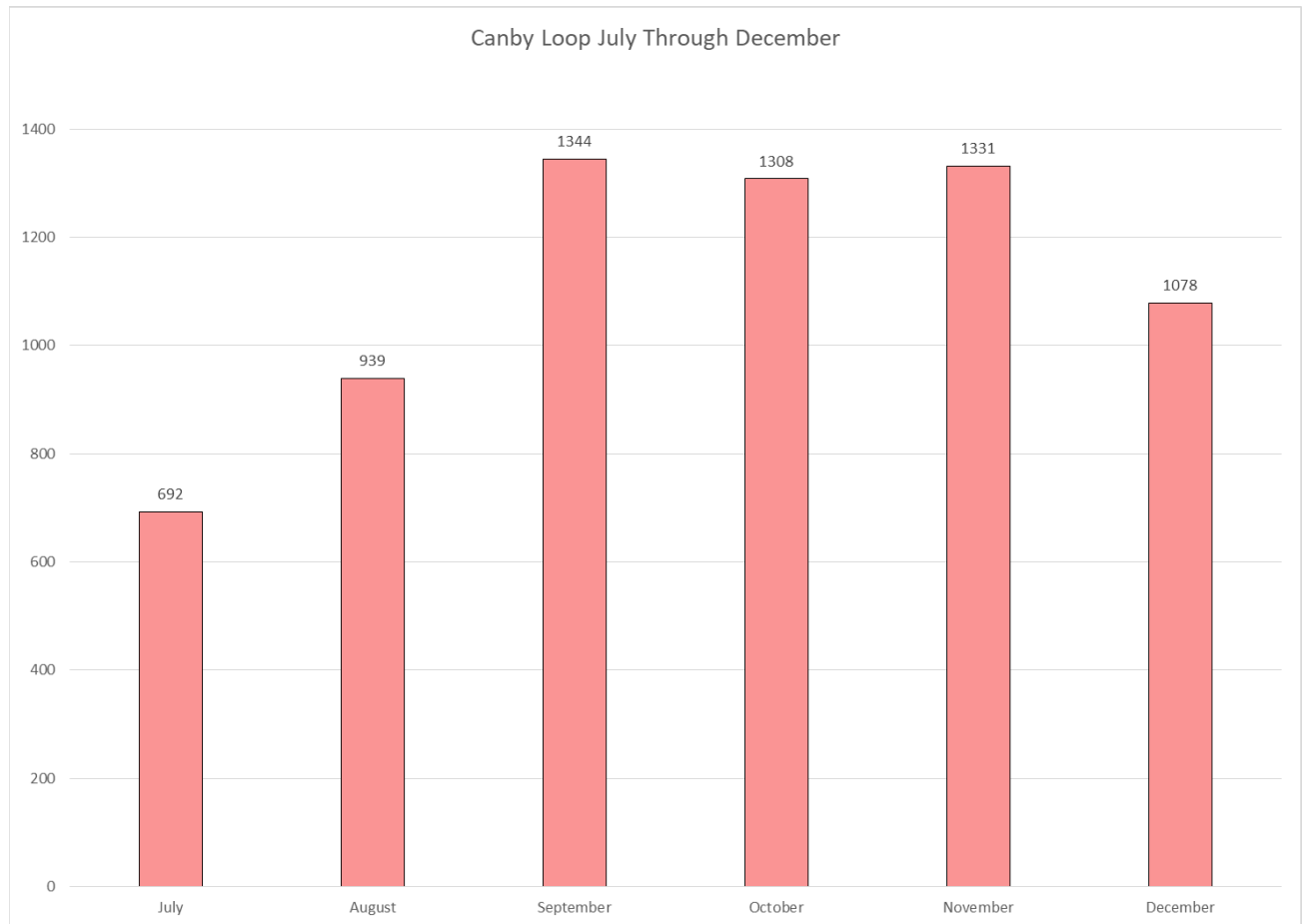
November average daily weekday daily 99x route ridership:	175 trips
November average daily weekend daily 99x route ridership:	82 trips
December average daily weekday daily 99x route ridership:	163 trips
December average daily weekend daily 99x route ridership:	70 trips

November average daily weekday Dial-a-Ride route ridership:	49 trips
November average daily weekend Dial-a-Ride route ridership:	20 trips
December average daily weekday Dial-a-Ride route ridership:	42 trips
December average daily weekend Dial-a-Ride route ridership:	14 trips

The Canby Loop also saw a drop during the holiday season.

November average daily Loop ridership:	63 trips
December average daily Loop ridership:	49 trips





3) Transit Advisory Committee:

The committee has received one and is expected to receive a second application for membership. The committee will likely reconvene in either January or December

4) New Technology:

New Hardware for the buses has arrived and is awaiting installation by the vendor. Once the hardware is installed the software will be readied for public use. This software will increase driver efficiency as well as allow members of the public to view the location of their bus using an app on phones, tablets or computers.

It will also increase data collection and help with analysis of routes for efficiency.

5) Shelter Project:

The shelter project is tied to ODOT's 99E project. There are 10 stops that will be updated in accordance with the project. Of the 10 total stops, 6 will be prepared by ODOT and completed by the City. Four stops will be prepared and completed by the City.

Bus shelters are expected to arrive in February. ODOT has begun meeting on the 99E project.

6) New Transit Building:

The owner's rep process exceeded quote limits and thus no owner's rep was selected. Staff has determined the best course of action is to issue an RFP for the design and build and go from there. The RFP is expect in February.

7) New Logo:

CAT has being the process of considering new logo options. The CAT paw has been in use for many years.



CAT will look at options that update the look and align it with the values of the City.

8) 99x Changes:

The 99x schedule has not changed in nearly 5 years. In the last 5 years traffic patterns have changed, ridership has changed, and costs have increased.

This change to the 99x will improve service efficiency by decreasing bus down time, improving service times, and reducing transfers between CAT buses.

This change will increase frequency during certain times of the day giving riders more opportunities to make connections.

Changes are estimated to be implemented May 2023.

9) Canby Loop Expansion:

Canby has applied for and received enough funding through the State Transportation Improvement Fund (STIF) to expand the Canby Loop to Saturdays. The loop will operate 12 hours with hours still TBD.

The Saturday Loop will begin September 2023.

10) Contractor Changes:

Currently all CAT drivers and dispatchers are contract employees through First Transit. Recently First Transit has been acquired by TRANSDEV US. TRANSDEV will continue to honor the current CAT contract which expires 6/30/24.

Negotiations for contract extensions will begin in January 2024. The current contract allows for three 1 year extensions.





**City of Canby Bi-Monthly Report**  
**Department: Wastewater Treatment Plant**  
**For Months of: November & December 2022**

To: The Honorable Mayor Hodson & City Council  
From: Dave Conner, Wastewater Services Manager  
Prepared by: Same as above  
Through: Scott Archer, City Administrator  
Date: 1/18/2023

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**Facility Operation & Maintenance:**

The water quality for the months of November and December have been good. The treatment plant is running well and all reports and DMR's were completed on time and without issue. DEQ has issued our new 5 year NPDES permit with updated testing requirements and program regulations that takes effect January 1, 2023.

**Biosolids Program**

- **November** Production: Belt run time = 18 days. 9 loads to Landfill, 177 wet tons.
- **December** Production: Belt run time = 20 days. 6 loads to Heard Farms, 138 wet tons.

**Pretreatment, Stormwater and FOG Program**

- **November** Pump Outs: 21 Inspections: 1 fog, 1 pretreatment
- **December** Pump Outs: 19 Inspections: 14 fog, 2 pretreatment

Industrial permit/compliance data review of reports and continued support working with businesses on BMP agreements.

**Daily Lab Activity**

- Continued OSU Covid 19 Wastewater Study sampling.
- Daily and Weekly BOD's, E-coli, solids, NH3 and Alkalinity testing.
- Copper BLM and Aluminum sampling.
- Completed semi annual industrial sampling.