



CITY COUNCIL Agenda

222 NE 2nd Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | www.canbyoregon.gov

JUNE 19, 2024

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637.

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

There will be an Urban Renewal Agency Meeting at 6:00pm.

EXECUTIVE SESSION – 6:10 PM (Pending Final Legal Approval)

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)(i) Performance Evaluation of Public Officer.
 - 3. ADJOURN**
-
-

REGULAR MEETING – 7:00 PM

- 1. CALL TO ORDER**
 - a. Invocation
 - b. Pledge of Allegiance
- 2. NEW EMPLOYEE INTRODUCTIONS**

- 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. If you would like to speak virtually, please contact the Deputy City Recorder by 4:30 pm on June 19, 2024, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.
- 4. CONSENT AGENDA**
- a. Approval of the June 5, 2024, Regular City Council Meeting Minutes. Pg. 1
 - b. Approval of Reappointments to the various Committees, Commissions, and Boards. Pg. 6
 - c. Approval of 2nd Additional Location Brewery-Public House, OLCC Application for Meteorite Brewery LLC located at 292 N Holly Street. Pg. 8
- 5. PUBLIC HEARINGS**
- You are welcome to speak in person. ***If you would like to speak virtually please email or call the Deputy City Recorder by 4:30 pm on June 18, 2024, with your name and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637. Once your information is received, you will be sent instructions to speak.**
- a. Public Hearing regarding State Revenue Sharing Funds.
 - b. Public Hearing regarding 2024-2025 FY Budget as Recommended by Budget Committee.
 - c. Public Hearing regarding Setting Fees for Services (Master Fee Schedule).
- 6. ORDINANCES & RESOLUTIONS**
- a. Consider **Ordinance No. 1623:** An Ordinance Authorizing the City Administrator to Execute a Contract with Polar Systems, Inc of West Linn, OR, to provide Managed IT Services for the City of Canby. *(Second Reading)* Pg. 12
 - b. Consider **Ordinance No. 1624:** An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services. *(Second Reading)* Pg. 64
 - c. Consider **Ordinance No. 1625:** An Ordinance Authorizing the City Administrator to expend payment to City County Insurance (CIS) in an amount not to exceed \$500,000 for Liability Insurance Coverage for Fiscal Year 2024-2025. *(First Reading)* Pg. 78
 - d. Consider **Ordinance No. 1626:** An Ordinance Authorizing the City Administrator to expend payment to SAIF Corporation in the amount not to exceed \$114,493.71 for Workers Comp Coverage for Fiscal Year 2024-2025. *(First Reading)* Pg. 81
 - e. Consider **Resolution No. 1407:** A Resolution Authorizing the Extension of Municipal Sewer Service to 267 S Walnut Street, Tax Lot 31E34 01900, Located Outside of the Canby City Limits, Pursuant to the Urban Growth Management Agreement between Clackamas County and the City of Canby. Pg. 84
 - f. Consider **Resolution No. 1408:** A Resolution Adopting a Transfer of Library Contingency Funds for the Fiscal Year 2023-2024. Pg. 97
 - g. Consider **Resolution No. 1409:** A Resolution Setting Fees for Services; and Repealing Resolution No. 1389. Pg. 101
 - h. Consider **Resolution No. 1410:** A Resolution Declaring the City's Election to Receive State Revenue for Fiscal Year 2025. Pg. 101

- i. Consider **Resolution No. 1411:** A Resolution Adopting the Budget, Making Appropriations, and Imposing and Categorizing Taxes for the 2024-2025 Fiscal Year. Pg. 101
- j. Consider **Resolution No. 1412:** A Resolution Authorizing an Interfund Loan from the Cemetery Perpetual Care Fund to the Library Fund in the amount of \$500,000 and Authorizing Repayment of the Interfund Loan in Fiscal Year 2024-2025. Pg. 101
- k. Consider **Resolution No. 1413:** A Resolution Extending Workers Compensation Coverage to Volunteers of the City of Canby and repealing Resolution 1390. Pg. 154
- l. Consider **Resolution No. 1414:** A Resolution Adopting a Supplemental Budget for the 2024 Fiscal Year. Pg. 157

7. OLD BUSINESS

- a. City Attorney Recruitment

8. MAYOR'S BUSINESS

9. COUNCILOR COMMENTS & LIAISON REPORTS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

11. CITIZEN INPUT

12. ACTION REVIEW

13. ADJOURN

EXECUTIVE SESSION – 8:45 PM

(Will begin after the Regular Meeting but not before 8:45pm)

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 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions and 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

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.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
June 5, 2024**

PRESIDING: Brian Hodson.

COUNCIL PRESENT: Scott Sasse, Herman Maldonado, Traci Hensley, Daniel Stearns, and Jason Padden.

COUNCIL ABSENT: James Davis.

STAFF PRESENT: Eileen Stein, City Administrator; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Todd Wood, Transit/Fleet/IT Director, Jerry Nelzen, Public Works Director; Monica Stone, Wastewater Treatment Plant Supervisor; Scott Schlag, Finance Director; Jamie Stickel, Economic Development Director, David Doughman, Interim City Attorney (attended virtually), and Marisa Ely, Library Director (attended virtually).

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:08 p.m.

SWEARING-IN CEREMONY: Jorge Tro, Police Chief, introduced two new police officers who finished police academy, Officer Carl Beckert and Officer Roger Montez.

Judge Rodney Grafe swore in the officers.

NEW EMPLOYEE INTRODUCTIONS: None.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Kristi Smith, Canby resident, read a proclamation declaring June 19, 2024, as Juneteenth.

Fred Yungbluth, president of AFSCME local 350 and AFSCME Council 75, discussed policies for Council members interacting with staff. He requested accountability in a sexual harassment allegation made by a City employee against a Councilor and sustained by Human Resources that the sexual harassment policy had been violated.

Mayor Hodson responded legal counsel was aware of the situation, and it was being handled through legal channels.

CONSENT AGENDA: ****Council President Hensley moved to approve the minutes of the May 1 and May 15, 2024, Work Session and City Council meetings. Motion was seconded by Councilor Padden and passed 5-0.**

ORDINANCES & RESOLUTIONS: Ordinance 1621 – Councilor Padden reminded people that flushable wipes were not flushable and caused problems with the sewer system.

****Council President Hensley moved to adopt Ordinance 1621, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT**

WITH HEARD FARMS FOR REMOVAL OF WASTEWATER SLUDGE. Motion was seconded by Councilor Padden and passed 5-0 by roll call vote.

Ordinance 1622 – **Councilor Padden moved to adopt Ordinance 1622, AN ORDINANCE AWARDING THE CONSTRUCTION CONTRACT WITH EAGLE-ELSNER INC, IN THE AMOUNT OF \$1,120,120.00 FOR THE CONSTRUCTION OF THE 2024 STREET MAINTENANCE AND URBAN RENEWAL AGENCY IMPROVEMENTS PROJECT. Motion was seconded by Councilor Maldonado and passed 5-0 by roll call vote.

Ordinance 1623 – Todd Wood, IT/Fleet/Transit Director, explained the RFP process that was done to determine the best value for the City. He had never done an RFP for managed IT services and looked at what other cities had done and adapted it to fit the City's equipment. He sent it to Weston Pay, Chief Technology Officer for the City of Lake Oswego and Canby resident with extensive experience, to review the RFP to make sure it would meet the City's needs. It was then sent to the attorney to be sure it was legal and followed the City's policies. Then he received permission from the City Administrator to send it out. The RFP was open for about four weeks. Questions asked were posted on the website so everyone bidding had the same information, eliminating unfair advantage. The closing date and time was firm. He didn't look at any proposals until he received them all and comprised a team to review each proposal individually and the score sheets only went back to him. He averaged the score sheets, then removed the names and sent them to the people who participated. He then set up a meeting to discuss the scores. His practice was to do interviews if scores were close or if there were unanswered questions or if none of the RFPs really hit the mark. Polar Systems hit every mark laid out in a very professional and well-done manner with the best price. Because the gap between Polar Systems and other prospects was so large, it wasn't necessary to do an interview. This process allowed him to give the Council an apples-to-apples comparison for managed IT services. Staff had followed the rules and policies set forth by the City and when they approached the Council with their findings, they were giving the best and proper value for the City. He thought there had been efforts to undermine the process. Questioning the work done by employees hurt morale and the reputation of the vendor. There was a question about the length of the contract, and it was common to go for three-to-five-year contracts with an extension. A one-year contract would require a company to come in and set everything up and then take it down in a year, which eliminated good vendors. It was also hard on staff because it took about four months to run a proper RFP. It was in the best interest of the City to do a three year contract for the price and stability.

Mayor Hodson thanked Mr. Wood and his team for the work. He believed the process was done properly. He agreed with the stability of a three-year contract. He asked if there was a benefit to a five-year contract instead of a three-year contract. Mr. Wood responded they had the option to extend the contract for another three years. He liked the option to change direction in three years if necessary.

It was clarified this was a three-year contract with the option to extend for another three years, but that would need to be approved by Council. It was not bid as a one-year contract.

There was discussion regarding the length of the contract in comparison to other City contracts.

David Doughman, City Attorney, clarified the City could terminate the contract with 30 days' notice at any time if there was an issue.

****Councilor Padden moved to approve Ordinance 1623, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH POLAR SYSTEMS, INC., OF WEST LINN, OR, TO PROVIDE MANAGED IT SERVICES FOR THE CITY OF CANBY to come up for second reading on June 19, 2024. Motion was seconded by Councilor Maldonado and passed 4-0-1 on first reading with Council President Hensley abstaining.**

Ordinance 1624 - Chief Tro said the Police Department had used tasers for 15 years. They had six smaller contracts with Axon, who provided services for body-worn cameras and in-car videos and produced the only taser that was being used in law enforcement. This new taser model integrated with the body cam system, so when an officer deployed the taser, it automatically turned on the body camera. It had a longer range, better accuracy, and more capacity, which provided safer outcomes. The cost was for 30 tasers.

Councilor Stearns asked since it was a five-year contract, was it a lease. Chief Tro answered it was not a lease, but a purchase over five years because they were so expensive.

****Councilor Maldonado moved to approve Ordinance 1624, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER IN TO A CONTRACT WITH AXON ENTERPRISES IN THE AMOUNT OF \$140,965.04 FOR THE PURCHASE OF TASERS, EQUIPMENT, SOFTWARE, AND SERVICES to come up for second reading on June 19, 2024. Motion was seconded by Council President Hensley and passed 5-0 on first reading.**

OLD BUSINESS: City Attorney Recruitment – No new information.

NEW BUSINESS: Possible Cancellation of the July 3, 2024, Council Meeting – Eileen Stein, City Administrator, said there was no business scheduled for that meeting.

****Councilor Stearns moved to cancel the July 3, 2024, Council Meeting. Motion was seconded by Councilor Maldonado and passed 5-0.**

Consider Approval of the City Administrator to sign the Intergovernmental Agreement between the City of Canby and the City of Molalla's Police Department to provide Behavioral Health Specialist Services – Chief Tro said the City of Molalla received a three-year grant for behavior health services and reached out to Canby about sharing the position for 10 hours a week, about 25% of his time. Molalla would reimburse the City up to \$60,000, which was 30% of the salary and benefits. Any overtime for Molalla would be reimbursed also. He recommended approving the IGA.

There was discussion regarding monitoring the workload, benefits of the agreement, and how citizens should respond to a mental health issue in public.

Marisa Ely, Library Director, said the Behavioral Health Specialist had responded to several

issues at the Library over the past few months and had helped everyone in a compassionate way.

****Councilor Padden moved to approve the City Administrator to sign the Intergovernmental Agreement between the City of Canby and City of Molalla Police Departments to provide behavioral health specialist services. Motion was seconded by Council President Hensley and passed 5-0.**

MAYOR'S BUSINESS: Mayor Hodson read a letter into the record regarding FOB Tap Room and the parking lot seating.

Jamie Stickel, Economic Development Director, verified they had received the proper permits to have outdoor seating.

Mayor Hodson gave an update on the Region One Area Commission on Transportation meeting from Monday evening. He shared summer construction updates affecting Canby. A letter was being drafted by the Region One ACT to the Oregon Transportation Commission regarding House Bill 2017 which included tolling as a funding source for transportation. Tolling had been put on pause and the Oregon Transportation Commission was going back to the legislature for other funding sources. They had asked for the ACT's feedback on options.

Mayor Hodson asked if they could coordinate with the event center, businesses along 99E, and ODOT to get a more solidified schedule of closures near businesses due to the Highway 99E paving project.

Chief Tro said they had already been in contact with the Fairgrounds and the Harefest event.

The Mayor wanted to be sure businesses being affected had good communication. Ms. Stein noted there were links to the ODOT page on the City's website which was updated every Monday.

Mayor Hodson thanked the Budget Committee for their work. He announced tomorrow was First Thursday. He thanked the American Legion for the Memorial Day ceremony at Zion Cemetery. He encouraged the Council to watch the upcoming meeting on the transportation aspects of the Comprehensive Plan. Another community meeting on the Comprehensive Plan would be held on June 20 at Baker Prairie Middle School at 6:00 p.m.

COUNCILOR COMMENTS & LIAISON REPORTS:

Council President Hensley attended the Memorial Day ceremony, Street Maintenance Fee meeting, Chamber Awards Luncheon with business recognition awards and a new category for Best Educator (received by Bob Weber), and School District meeting where the Care award went to math teacher Yoanna Bajasas. School Superintendent Downs was moving to Sherwood, so Mr. McKeon would be the interim until they got a new superintendent. She also attended a training on bias crime and incidents.

Councilor Maldonado said Ryan Hanes' (of Canby Music) daughter was coming home and he asked to keep them in prayer and reach out to see if there was anything they needed.

Councilor Padden met with Kristi from Canby Pride. He would meet with Amy Vidan, the Treasurer of Canby Pride, tomorrow. He attended the Chamber Luncheon Awards. He would be meeting with Public Works to finalize tribute signs to Frank Cutsforth during the Cruise In Weekend around Wait Park. He attended the Street Maintenance Task Force meeting where citizen members had some interesting recommendations for funding.

Councilor Sasse reported the Library had a community event board. A teen intern would start June 17th. The Summer Reading Program started June 1. Baseball finished with an excellent record at 25 and 5 and went to quarter finals. Most players got first or second team league. And Coach Stolsig got Coach of the Year.

Councilor Stearns mentioned the train accident last week and he thought it was a good idea to look for improvements that could be made.

CITY ADMINISTRATOR'S BUSINESS: None.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the consent agenda.
2. Adopted Ordinance 1621 and 1622.
3. Approved Ordinance 1623 and 1624 to a second reading on June 19, 2024.
4. Canceled the July 3, 2024, meeting.
5. Approved the City Administrator to enter into an Intergovernmental Agreement with the city of Molalla Police Department for behavioral health services.

****Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(i) Performance Evaluation. Motion was seconded by Councilor Maldonado and passed 5-0.**

Mayor Hodson read the Executive Session statement and recessed the Regular Meeting at 8:45 p.m.

Mayor Hodson reconvened the Regular Meeting at 10:25 p.m. and immediately adjourned.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, City Administrator

From: Maya Benham, Administrative Director/ City Recorder

Agenda Item: Board, Commission and Committee Reappointments

Summary

Every June there are several Committees, Commissions, and Boards terms that expire. These positions were all advertised and the below members would like to be re-appointed.

Discussion

The Committee, Commission, and Board members below have terms expiring on June 30, 2024.

Bike and Pedestrian Committee (3 year term)

Bruce Parker

Clifford Ash

Budget Committee (3 year term)

Elizabeth Chapin

Library Advisory Board (4 year term)

Linda Warwick

Aimee Noss

Parks and Recreation Advisory Board (3 year term)

Dave Biskar

Cara Hawkins

Terri Jones

Traffic Safety Commission (3 year term)

DeAnna Ball-Karb

Gary Bryant

Clint Coleman

Attachments

None

Fiscal Impact

None

Options

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

Recommendation

Reappoint members whose terms are set to expire on June 30, 2024.

Proposed Motion

Part of the Consent Agenda – “I move to approve the consent agenda which includes reappointments to the various Committees, Commissions, and Boards.”

Memo

To: Mayor Brian Hodson & Members of City Council
From: Jorge Tro, Chief of Police
CC: Maya Benham, Administrative Director/ City Recorder
Date: June 19, 2024
Re: Liquor License Application / Brewery-Public House, 292 N Holly St., Canby, Oregon

I have reviewed the attached liquor license application completed by owner, Bryce Morrow, for Meteorite Brewing (Oregon City Brewing Company/Canby Beer Library), located at 292 N. Holly St., Canby, Oregon, 97013.

On June 11, 2024, I spoke with Mr. Morrow, and we discussed the expectations and responsibilities involving the sale of alcoholic beverages.

Mr. Morrow is also the owner of Oregon City Brewing in Oregon City, and he has many years of experience in selling alcoholic beverages. He is aware that any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages and the consequences for failure to comply with the rules as set forth by Oregon State Law. He told me that his employees also attend yearly Responsible Server Training in addition to the standard OLCC service training.

Mr. Morrow hopes the brewery and food carts will be open near the beginning of August 2024.

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

Paid \$100.00
Xpress NE

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

BL# [REDACTED]

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☒ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below



- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Oregon City Brewing Company

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1: Meteorite Brewery LLC	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Oregon City Brewing Company

Premises street address (The physical location of the business and where the liquor license will be posted):

292 N. Holly St.

City: Canby	Zip Code: 97013	County: Clackamas
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Business phone number:

Business email:

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[11\]](#)):

1401 Washington St

City: Oregon City	State: OR	Zip Code: 97045
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Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Bryce Morrow

Phone number:

Email:

LIQUOR LICENSE APPLICATION

Oregon City Brewing Company

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

- Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Bryce Morrow



6/5/24

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd M. Wood, Transit/Fleet/IT
Agenda Item: Consider Ordinance 1623: An Ordinance Authorizing the City Administrator to Enter into a Contract with Polar Systems, Inc., of West Linn, OR, to Provide Managed IT Services for the City of Canby (*Second Reading*)

Summary

This report summarizes the process used and selection of an IT service provider for the City of Canby.

Background

Prior to 2021, the IT needs of the City were provided partially by a managed service provider (MSP) along with one internal employee for the City of Canby. After reviewing the City's needs, and current structure, the administration at the time determined that the IT needs of the City would be better served by an internal IT department. The MSP contract was terminated, equipment was purchased, one position was eliminated, and two new positions were created: a Network Administrator and a Help Desk Technician.

In 2023, both IT staff members left citing instability in the program, and a temporary staffing agency was brought in to cover IT services; meanwhile city administration changed. In 2024, a Request for Proposals (RFP) was issued to determine the current cost of a MSP. This effort was done to be able to arrive at a true "apples to apples" comparison of the cost of an internal IT department versus a MSP, as had been promised during the 2023 Budget Committee meetings. The RFP resulted in four responses. The responses were reviewed by three independent IT professionals who scored them based on the criteria listed in the RFP. The scores were tallied, averaged, and discussed. The cost comparisons between an internal IT department versus the costs of a MSP were then placed before the City Council which decided, by straw poll, to direct staff to obtain a MSP to provide IT services for the City.

Discussion

The four respondents to the RFP included: Alfatek, Kintechnology, Polar Systems Inc., and Radcomp Technologies. Polar Systems received the highest score and was unanimously determined by the committee to be the respondent who was the most able, experienced, and the best value proposer.

Polar Systems will provide services including maintenance of servers, maintenance of desktops, cyber security, troubleshooting, work ticket resolution, IT inventory management, IT system backups, offsite server replication, network management, as well as security awareness training for staff. The contract contains a 30-day termination clause, but also calls for a period of three years with an option to extend for up to an additional three years. Together, these provisions will provide stability for City staff, and flexibility in being able to determine whether Polar System is meeting the needs of the City.

In order to further support the City, a project coordinator is proposed in the FY 24-25 budget to help manage the Polar contract, as well as the phone system contract, the cell services contract, access control for the city, hardware inventory, hardware purchases (such as cell phones) and other items that are not normally covered by a MSP but are part of a fully functioning IT department.

Attachments

Ordinance No. 1623

Polar Systems PSA

Polar Systems Proposal

Financial Impact

The service cost will be approximately \$296,000 per year for a period of three years with additional billable hours for services outside the contract (see attachment for rate).

Recommendation

Staff recommends the City Council to authorize the City Administrator to enter into a contract with Polar System Inc. to provide managed IT services for the City of Canby for a period of three years with the option to extend beyond three years at the end of the first three-year period.

Proposed Motion:

"I move to adopt **Ordinance No. 1623**: An Ordinance authorizing the City Administrator to execute a contract with Polar Systems, Inc., of West Linn, OR, to provide Managed IT Services for the City of Canby."

ORDINANCE NO. 1623

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH POLAR SYSTEMS, INC OF WEST LINN, OR, TO PROVIDE MANAGED IT SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City of Canby issued a Request for Proposals (RFP) for a managed service provider to provide IT services;

WHEREAS, the City received four responses to the RFP;

WHEREAS, a three-member selection committee, consisting of three IT professionals, reviewed and scored the four submissions in accordance with evaluation criteria detailed in the RFP; and

WHEREAS, Polar Systems inc. received the highest score and was identified unanimously by the selection committee as the most able, experienced and best value proposer.

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

The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Polar Systems, inc. of West Linn, OR. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 5, 2024, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 19, 2024 commencing at the hour of 7:00PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Polar Systems, Inc (Contractor). The effective date of this Agreement is July 22, 2024 ("Effective Date").

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

The Parties Agree a Follows:

1. Scope of Services. Contractor's services under this Agreement are set forth in the submitted proposal, attached hereto and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as the City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the city. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal and rate sheet attached hereto.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the city may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the IT Director. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
 - D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement will run from the Effective Date until terminated in accordance with Section 7(B) or June 30, 2027. If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
 - B. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this

Agreement within the time specified or any extension thereof.

- b. If Contractor fails to abide by the terms of this Agreement.
- c. If services are no longer required.

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

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

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. An umbrella or excess liability policy may be used to meet the above required limits of insurance, so long as the coverage in the umbrella or excess liability policy is concurrent with and at least as broad as the coverages required in Section 9.A and 9.B above.

- D. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
- E. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

- 10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys' fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
- 11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
- 12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
- 13. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.
- 14. Entire Agreement. This Agreement contains the entire understanding of the

parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

15. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
16. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third parties are intended to benefit from this Agreement, by implication or otherwise.
18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

CITY: Eileen Stein, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Tim Tragesser
Polar Systems, INC
West Linn, OR 97068

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

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

CONTRACTOR:

CITY OF CANBY

By:

By:

Date:

Date:

Subcontractors will be used ____Yes ____No (If yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

David Doughman, Interim City Attorney

8/4/23

LIST OF SUBCONTRACTORS

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

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

Todd Wood
Canby Area Transit/City of Canby
195 South Hazel Dell Way
Canby, Oregon 97013

March 5th, 2024

Dear Todd,

Thank you for considering Polar Systems for the City of Canby's Request for Proposal regarding Managed IT and Support Services. We are excited for the opportunity to work with you, and we hope that you will find Polar Systems to be an excellent partner in the services you are requiring.

As a family-owned and locally-run company, we strive to recognize the unique needs of every single client and provide a solution tailored to each individual organization. Our goal is to exceed our clients' expectations through unparalleled customer service and support, proactive communication, best-in-class innovative solutions, and a long-term commitment to mutually beneficial partnerships.

We have been in business for over 40 years and have been able to use our best practices across diverse industries to bring the right solutions to each organization. ***We are now the only Managed Services Provider in Oregon carrying the CompTIA Security Trustmark+.***

Polar Systems serves clients in many different vertical markets, and this gives us the advantage of seeing issues across many different IT environments. Our work with small, medium, and large environments spans across many industries, including clients in the public sector.

A few other details about Polar Systems:

Polar Systems at a Glance:

- 200+ organizations supported
- 3,000+ users supported
- 2500+ managed desktops
- 500+ managed servers and devices
- 30+ employees
- Portland- and Vancouver-based engineers
- High-Level Project Management Team
- West Linn, Oregon-based Network Operations Center

Attached to this letter is our formal submission to the Request for Proposal. Please let myself or any of our staff know if you have questions. We are excited to be a part of the process, and we look forward to a long partnership with the City of Canby. This quote is valid for 90 days, and the amounts were totaled from the equipment count you provided. Any significant changes could change the monthly pricing in the quote.

Thanks.


Tim Tragesser

Polar Systems, Inc | President
21890 Willamette Drive
West Linn, Oregon 97068
www.polarsystems.com
E-mail: ttragesser@polarsystems.com

Polar Systems, Inc.

21890 Willamette Drive
West Linn, OR 97068
(503) 775-4410
www.polarsystems.com



We have prepared a quote for you

PolarStar Proposal - City of Canby (Full Management)

QUOTE # 004486 V1

PREPARED FOR

City of Canby

PREPARED BY

Cory Mitchell

Thank You For Your Interest In Polar Systems!

We are pleased to share this proposal with you. Our goal is to do our best to understand the challenges you face and tailor our recommendations to your specific needs. We believe our combination of people, process, tools and experience set us apart from other IT providers. Below are some key differentiators:

- Experience and longevity - established in 1981
- Locally owned with 100% local staff - *we do not outsource our support functions*
- Goal-based IT focusing on IT best practices and standardization
- Highly certified and qualified - 20+ certified technicians on staff
- Focus on security - The only MSP in Oregon to achieve the CompTia Security Trustmark+ certification. Our internal security practices align with the NIST Cyber Security Framework.
- Roughly 350 servers and over 3000 endpoints currently under management

What Clients Are Saying About Polar Systems

Check out what our clients are saying about us. Some examples of recent unedited feedback from our client survey forms are below.

- I do not have suggestions to improve. I just wanted to say how much of a help Ben was through the whole ordeal. I would not have gotten it solved without his help and dedication to the project!! – Aubrey – 2/6/2023
- Excellent customer service – Don is always more than helpful and very friendly. I appreciate the great customer service! – Rachelle – 1/25/2023
- I really enjoy working with Anthony. He always goes above and beyond, and has become a great friend at this point! Thank you – Jessica – 1/19/2023
- Hi All, This one was a real conundrum and Lane stuck with it until resolved. Many kudos! And as usual, Jason is a rock star! Thanks and Happy New Year to all! – Cheryl – 1/12/2023
- You guys are doing great! Great communication and quick response Thank you! – Jose – 12/12/2022
- No suggestions, Tyler more than stuck with it despite little information and resolved something I've been working on for months now. Extremely helpful right near crunch time. – Robert – 11/7/2022
- Your team of employee's are always very helpful and friendly. they get my issues fixed very fast and are fast at a response when I ask for help. thank you, it is appreciated the great customer service you have. – Patti – 9/2/2022

Check out the much longer list at <https://www.polarsystems.com/why-polar/>.

PolarStar Managed IT Services Methodology

PolarStar is our holistic approach to IT management designed to address three core IT support tiers and deliver them by way of multiple specialized job functions.

- **Strategy:** Focus on matching technology to meet the needs of the organization and work to align our clients with industry "best practices"
- **Proactive Maintenance:** Regular maintenance and system updates combined with proactive oversight of systems to prevent problems from occurring
- **Reactive Support:** Address ad hoc issues as they come up as quickly and efficiently as possible

The Goal is to provide both strategic oversight and guidance along with tactical day-to-day assistance with your technology stack. Our experience in providing support to a variety of businesses enables us to keep your systems available and secure for a predictable fixed monthly cost. With PolarStar Managed IT Services you are backed up by a team of experienced IT professionals across all specialized support areas.

Goal-based IT: A Winning Strategy

This proven process drives results! Our delivery model gives Polar Systems unique insight into each client we manage. Here's how it works:

- We invest in the relationship at the beginning to get to know you, your team, your systems and your business
- We identify and help protect and secure your critical IT assets
- We work to prevent issues using proactive management and maintenance techniques
- Our vCIO's collaborate with your management team to develop a sound IT strategy and an IT roadmap
- We put each client on a path of continuous improvement
- The ultimate goal is to keep you productive, efficient, and profitable

Let Us Get Started Today!

CompTIA

SECURITY TRUSTMARK+



About CompTIA

CompTIA is the voice of the world's information technology (IT) industry. As a non-profit trade association advancing the global interests of IT professionals and companies, we focus our programs on four main areas: education, certification, advocacy and philanthropy.

About Polar Systems, Inc.

Polar Systems, Inc., founded in 1981, has built a reputation as being one of the premier IT consulting & Managed Service Providers in the Pacific Northwest.

PolarStar™ Managed Services is a comprehensive suite of services focused on managing your IT environment, including server and network management, support services, and strategic IT consultation.

21890 Willamette Drive,
West Linn, OR 97068



What is the CompTIA Security Trustmark+?

The CompTIA Security Trustmark+™ is the highest level of recognition for solution providers that consistently follow security best practices, as validated by an independent, third party review of an organization's overall security posture.

This vendor-neutral, business-level credential was developed with the support of technology companies at the forefront of the IT security industry. The standards employed within the CompTIA Security Trustmark+ have been agreed upon by key vendors, solution providers, and end users in the IT industry. Organizations holding this esteemed designation will keep their customers' information safe by following best practices in personnel security, security training and infrastructure.

Why Contract with a Trustmark Holder?

Organizations that carry the CompTIA Security Trustmark+ have demonstrated their ability to proactively properly support your business. In order to obtain this esteemed credential, our organization committed to an industry "Code of Conduct," which assures that we adhere to the highest ethical business standards in all of our day-to-day activities.

The CompTIA Security Trustmark+ offers our clients peace of mind—knowing that we employ industry best practices and tools to keep your business systems and data safe and secure. It also confirms our commitment to quality, assuring our customers that we have what it takes to help them meet their industry and government compliance obligations.

www.comptia.org

Ready to get started?

Go to www.comptia.org/businesscred/securitytrustmark_plus.asp

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Basic PolarStar Services

Qty	Item Notes
30	PolarStar Complete Server Management: -Service Availability Monitoring -Patching/Maintenance -Microsoft Patch Management -Event Log Monitoring
1	Hosted E-mail Management - Office 365 or other
191	Office 365 Backup per User, Unlimited retention
186	PolarStar Workstation Complete Management: -Unlimited Remote Control Support -Microsoft Application Support -Desktop Optimization & Management -Windows Patch Management -Thin Client Support
216	PolarStar Anti-virus Management
216	Managed Endpoint Detection & Response
5	PolarStar Firewall Management: -Up/Down Monitoring -Internet Usage Reporting (SonicWall only) -Maintenance
20	PolarStar Managed Network Device Services. Covers: -Switches -Routers -Wireless APs -UPS's -Printers -Other Misc. network-connected devices
30	PolarStar Backup Management - Daily Monitoring - Monthly Restore Testing
30	Offsite Server Replication with Unlimited Cloud Storage
191	Managed Anti-Spam + URL Filter (M2)

Basic PolarStar Services

Qty	Item Notes
2	Backup Appliance 18TB Capacity
Monthly Subtotal: \$19,969.24	

PolarStar Protect+ Security Services

Qty	Item Notes
400	Active Network Security Scanning w/ Managed SOC - 2 hour response 24x7 SLA per IP
400	Managed Windows SIEM Agent per IP, 30 days retention
216	DNS Protection per Windows agent
191	Security Awareness Training
1	KnowBe4 Quarterly Campaigns
Monthly Subtotal: \$4,225.89	

Hardware

Description	Price	Qty	Ext. Price
Perch 24x7 1yr. Maintenance for SFF	\$295.00	1	\$295.00
Perch 24x7 HW 1yr. Maintenance for SFF			
HW Sensor Appliance <1,000 IPs	\$2,050.00	1	\$2,050.00
HW Sensor Appliance <1,000 IPs			
Perch 24x7 HW 1yr. Maintenance for TFF	\$90.00	7	\$630.00
Perch 24x7 HW 1yr. Maintenance for TFF			
TFF Sensor Appliance 1yr. Maint. <100 IPs	\$375.00	7	\$2,625.00
SFF Sensor Appliance 1yr. Maint. <100 IPs (with a 3yr. commitment)			
Subtotal:			\$5,600.00

PolarStar Scope of Services



Fully Managed Network

The following is a detailed listing of services included as well as activities which are excluded from your PolarStar fully managed IT services package. For work which falls outside of the coverage of our PolarStar agreement, your assigned vCIO will provide a detailed scope of work proposal with required hardware costs and time estimates.

Virtual CIO Consulting	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
vCIO Services Intended to be your trusted technology advisor, your assigned vCIO is an extension of your management team. Your vCIO will consult with you to help to align technology initiatives with your business goals. As an extension of your management team, your vCIO will meet regularly with you to: <ul style="list-style-type: none"> • Evaluate technology risk and make recommendations to mitigate the potential impacts • Consult with your management team to identify technology challenges and propose potential solutions • Act as a liaison with 3rd party technology vendor/partners. Regular Activities <ul style="list-style-type: none"> • Develop strategic technology road map • Work within client budget to prioritize, scope and execute technology initiatives/projects • Maintain and report on current technology asset lifecycle Regular Reporting <ul style="list-style-type: none"> • Monthly Executive Summary • Hardware Warranty Report • Advanced security tool reports <i>(if included in Agreement)</i> 	Exclusions Below are activities which are excluded from your PolarStar agreement: <ul style="list-style-type: none"> • Activities related to mergers and acquisitions • Policy creation • Creation of request for proposals (RFP's)

Service Desk and Onsite Support – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Incidents, Requests, and Problem Management <ul style="list-style-type: none"> • Access to the Polar Systems' Service Desk during regular business hours (8am – 5pm, Monday through Friday) • Access to ticket management portal and dashboard • User self-initiation of tickets or requests • Automated creation of tickets submitted via e-mail by users or alert-generated tickets originating from monitored devices/services • Unlimited remote support for devices/users covered by the MSA • Tier 1 support for critical business applications – <i>Valid vendor support contract and escalation path required</i> • Tier 1 support for Internet connectivity – <i>Valid vendor support contract and escalation path required</i> • Issue management on critical business applications – <i>Valid vendor support contract and escalation path required</i> • Microsoft Windows and MacOS operating system support including operating system rebuild if required • Monthly patch management of supported Windows servers and workstations – <i>limited to Microsoft-supported operating systems</i> • User management requests (adding, removing, or modifying accounts) in Active Directory or Microsoft 365 • E-mail system management (On-premise Exchange Server, Microsoft 365, or GSuite) including basic distribution list, mailbox, and calendar management tasks • Mail filtering solution management – mail flow troubleshooting, whitelist/blacklist management • Basic server file system/storage management – providing and revoking access and modifying permissions • Basic printer troubleshooting and driver management • Basic group policy management and 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> <ul style="list-style-type: none"> • Access to after-hours support is provided at no charge, however each after-hours incident is billed at 1.5X time and materials rate + travel charges if after-hours onsite support is required • Support for home networks or personal (non-company owned) computer equipment, peripherals, or software • Low-voltage cabling • Installation and/or configuration of new equipment or technologies • New software installation or mass upgrades of existing software • Re-architecture or restructuring of network resources including Active Directory, Group Policy, file shares, security policies or tools • Software development, website development, management and/or website search engine optimization (SEO) • Security incidents or breaches • Management/support of non-Polar Systems' recommended security tools/solutions or backup solutions • Support for applications which have no vendor support or maintenance agreement • Data management – Entry, reorganization, archiving, purging, or manipulation of data. • Phone systems and related hardware and software

- modification
- Public DNS record management

Network Operations Center Support – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Alerting / Monitoring <ul style="list-style-type: none"> • Server • Internet (Up/Down) • Website (Up/Down) • Critical network infrastructure including firewalls, switches, routers, wireless equipment, UPS's, storage area networks (SANs) • Public SSL certificate expiration • Virus detection / Alerting on servers and workstations Backup Monitoring / Management <ul style="list-style-type: none"> • Daily monitoring for success/failure • Failure remediation • Monthly file restore testing • Monthly server virtualization testing (<i>PolarStar recommended backup solutions only</i>) • Monitoring and remediation of offsite replication • Basic file restores • Server virtualization and/or full recovery in the event of server failure Patch /Upgrade Management <ul style="list-style-type: none"> • Monthly monitored server patching (critical patches only) • Monthly automated workstation patching (critical patches only) • Remediation of workstations/servers which require manual patching • VMWare ESXi updates or patches as Polar Systems deems necessary or at client request • Firewall, switch, SAN, other device firmware updates as Polar Systems deems necessary or at client request 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> Alerting / Monitoring <ul style="list-style-type: none"> • Development of extensive custom monitoring • Implementation, management, support or remediation related to use of non-Polar Systems' recommended network management tools or solutions Backup Monitoring / Management <ul style="list-style-type: none"> • Full disaster recovery / Business Continuity testing • Cloud spin-up of individual servers or entire environment • Non-PolarStar backup solutions: Server virtualization and/or full recovery in the event of server failure • Implementation, management, support, or remediation related to use of non-Polar Systems' recommended backup management tools or solutions Patch Management <ul style="list-style-type: none"> • Deployment of patches for non-Microsoft applications which require manual or onsite installation • Operating system upgrades beyond normal patching

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Security Services (if included in agreement) – Full Coverage	
Included Under PolarStar Agreement	Excluded from PolarStar Agreement
Security Tool Monitoring / Alerting / Management <ul style="list-style-type: none"> • Server & workstation malicious process detection and monitoring • DNS protection management • Active scanning for network traffic anomalies and potentially malicious activity. Backed by a 24x7 Security Operations Center (SOC) • Active security event monitoring and log management • End user awareness training, campaign management & reporting Incident Response <ul style="list-style-type: none"> • Machine quarantine • Basic malware removal from servers/workstations 	Exclusions <p>Below are activities which are excluded from your PolarStar agreement. Items in this list will be billable outside of the agreement:</p> Security Tool Monitoring / Alerting / Management <ul style="list-style-type: none"> • Implementation, management, support or remediation related to use of non-Polar Systems' recommended security management tools or solutions • Implementation of security initiatives such as multi-factor authentication or security-focused group policies • Intrusion testing, or tabletop exercises Incident Response <ul style="list-style-type: none"> • Workstation operating system recovery (if required) • Full System/server remediation • Security incidents or breaches

(503) 775-4410
 cmitchell@polarsystems.com
 www.polarsystems.com

PolarStar Proposal - City of Canby (Full Management)

Prepared by:

Polar Systems, Inc.

Cory Mitchell
 (503) 775-4410
 cmitchell@polarsystems.com

Prepared for:

City of Canby

222 NE 2nd Avenue
 Canby, OR 97013
 Todd Wood
 (503) 266-4021
 woodt@canbyoregon.gov

Quote Information:

Quote #: 004486

Version: 1
 Delivery Date: 04/04/2024
 Expiration Date: 07/31/2024

Quote Summary

Description	Amount
Hardware	\$5,600.00
Subtotal:	\$5,600.00
Corporate Activity Fee:	\$28.00
Total:	\$5,628.00

Monthly Expenses Summary

Description	Amount
Basic PolarStar Services	\$19,969.24
PolarStar Protect+ Security Services	\$4,225.89
Monthly Subtotal:	\$24,195.13
Corporate Activity Fee:	\$94.29
Monthly Total:	\$24,289.42

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

All Oregon customers will have a Corporate Activity Tax (CAT) Added to their quotes.

****The Corporate Activity Tax (CAT) is a tax imposed on companies for the privilege of doing business in Oregon. It is a tax on commercial activity – the sale of goods and services – in Oregon for more information on (CAT) please go to <https://www.oregon.gov/dor/programs/businesses/Pages/CAT/CATFAQ.aspx>**

(503) 775-4410
cmitchell@polarsystems.com
www.polarsystems.com

Polar Systems, Inc.

City of Canby

Signature: _____

Name: Cory Mitchell

Title: Business Development Manager

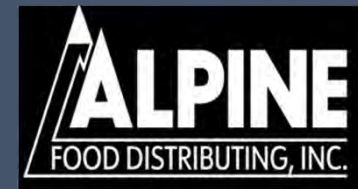
Date: 04/04/2024

Signature: _____

Name: Todd Wood

Date: _____

Some of our Customers



Along with Many Others!

vCIO Highlights

Case Study

OUR CLIENT:

CITY GOVERNMENT OF WEST LINN, OREGON

THE ISSUE:

MAINTAIN STRATEGIC THINKING OF A CTO POSITION AT LOWER COST



West Linn Library



Willamette Park, West Linn, Oregon

CITY OF WEST LINN

WEST LINN, KNOWN AS THE CITY OF HILLS, TREES, AND RIVERS, CELEBRATED SOMETHING BESIDES ITS CENTENNIAL IN 2013. The city signed on with Polar Systems to improve information technology services with an estimated 17.5% annual savings — \$28,000 per year.

The City of West Linn consists of 12 departments, and it employs approximately 124 full-time employees. The city's Information Technology (IT) Department is chartered as a shared service to all of the city's departments. IT provides a broad range of services including strategic IT plan development, hardware and software acquisition, oversight of the city's many technology vendors, maintenance of systems, and network administration.

In addition, IT staff provides support to desktop computer users regarding hardware and many software applications. The IT Department maintains approximately 150 desktops, 70 laptops, 80 printers, and 120 third party applications. IT staff also manages the city's data storage, consisting of approximately 2 Terabytes of data. The City of West Linn IT Department is constantly striving to provide high quality service in creative and unique ways that allows for maximum efficiency and effectiveness.

TOUGH ECONOMICS TIMES: West Linn employed a Chief Technology Officer full-time rather than an IT director, with the understanding that a higher skill set would accompany the more expensive position. Tough economic times brought into question the long-term financial viability of the position. The city desired to maintain the strategic thinking that a CTO position delivered, but the expense of a full-time, in-house resource was no longer in the budget.

The City of West Linn senior management team was seeking a solution to their expense issue without compromising quality. Knowing the level of leadership they needed, city managers looked externally to find a public/private partnership that delivered the financial value. Polar Systems, from the beginning, had the right pedigree for the city and their needs.

"Polar Systems had originally engaged with the City of West Linn because they were looking for potential solutions to expand the city's library parking," said Tim Tragesser, President of Polar Systems. "Since Polar is next door, we were involved in the discussions regarding potential options. At the time, we had recently built out our Virtual Chief Information Officer (vCIO) business to provide more strategic support and technical leadership to our clients. In our interaction with the leadership team at the City of West Linn, we identified a need that we could satisfy with our vCIO services. It's been gratifying on many levels to be able to provide a service to the city where we're located and where many of Polar's employees live."

KEY PERFORMANCE INDICATORS: The city was interested in not only containing cost for its IT department but also looking for IT thought leadership that was more service-focused. In early discussion phases, the senior management team made it clear that any service provider would need to meet these key performance indicators:

- Proven track record of independent budget and financial management
- Local support presence and minimum staffing levels
- Ability to integrate with existing West Linn staff and deliver upon their department visions



For more information, contact:

Polar Systems, Inc.
503-775-4410
info@polarsystems.com
www.polarsystems.com
21890 Willamette Drive
West Linn, Oregon 97068

In July 2012, the City of West Linn initiated a trial run to outsource its IT leadership to Polar Systems. Ten months later, after a competitive bid process, the City Council voted unanimously to approve signing a contract with Polar Systems for its vCIO services for the next two years. Polar Systems' responsiveness to the service announcement, demonstrated knowledge, skills, and abilities in the technology sector were key to the awarding of the contract. It also helped that Polar Systems was providing similar services to other local Portland-area cities.

POLAR SYSTEMS vCIO SERVICES: With Polar Systems' virtual CIO offering, a Polar Systems senior manager/vCIO works with the city to develop a portfolio of internal IT projects designed to streamline processes to reduce time, resources and/or cost, and external-focused projects aimed at providing better services to the residents of and visitors to West Linn. It is important to be able to solve problems and thoroughly understand city operations and grasp the big picture to balance needs versus cost and to bring the best solutions to light. Polar Systems' vCIOs do just that.

vCIO IT services for the City of West Linn include IT policy development and review, strategy management, budget management, vendor outsourcing and ongoing vendor management, contract negotiation and management, infrastructure service level agreement (SLA) and operational-level agreement (OLA) management, staff development and management, public citizen engagement, technology leadership, and department strategy leadership. In addition to fulfilling both day-to-day and long-term needs, the vCIO also provides IT representation at public and private forums, manages the city's technological resources, and establishes basic performance metrics.

RESULTS TO DATE: In the initial 12 months that Polar Systems has been providing vCIO services to the City of West Linn, the payback has been evident. Some highlights of the partnership are:

- Developed a comprehensive two-year IT budget including capital equipment improvements, recurring maintenance agreements, and department-level project requests, moving towards more predictable operating expenses.
- Managed 30 organization-wide IT projects within the constraints of the previous budget cycle and delivered a significant amount of technology change in the first year of engagement.
- Reduced the IT vendor pool, saving staff time on vendor performance management.
- Put processes in place with service vendors to ensure vendor performance meets agreed-upon expectations and standards.
- Renegotiated key telephony and video recording contracts plus terms on new hardware and software purchases to gain significant savings for the city.
- Developed IT department staff training and work plans to improve staff delivery capabilities and improve execution for underserved departments.

"We have seen noticeable, positive changes in our IT department," Assistant City Manager Kirsten Wyatt said, "most specifically, the role that a true chief information officer plays on our team. Right now we have a true member of our team, even if he's not technically a City of West Linn staff person."

Wyatt cited the ongoing police station project as an example of this. Where the city once assumed it would have to bring in outside consultants for the IT side of construction, Polar Systems and its vCIO services filled that role instead.

Photo Credits: City of West Linn, Oregon

About Polar Systems

Polar Systems, Inc., founded in 1981, has built a reputation as one of the premier technology consulting providers in Oregon & SW Washington. The company's diverse client list includes many of the best-known companies and government agencies in the area. Polar Systems is a Dell Premier Partner and a charter member of the Microsoft Certified Partner program.

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PolarStar™ and vCIO Highlights

Case Study

OUR CLIENT:

CITY GOVERNMENT OF OREGON CITY, OREGON

THE ISSUE:

IMPROVING SUPPORT AND INCREASING THOUGHT LEADERSHIP



CITY OF OREGON CITY

AT THE START OF 2013, IT WAS APPARENT THAT OREGON CITY'S INCREASED NEED FOR IMPROVED SUPPORT AND THOUGHT LEADERSHIP IN INFORMATION TECHNOLOGY DEMANDED ADDRESSING. At the time, the city employed one full-time IT/GIS manager and used an outside network consultant for network, desktop, application, and user support.

The IT Manager found himself in a role where he was spending greater amounts of time servicing end-user requests, when he knew that expanding his strategic thinking would benefit the city much more. Knowing it was time to bring a new vision for technology to the city, the IT Manager published an RFP for expanded outsourced IT services, with a goal of:

- Improved response time in the field for all city departments
- Centralized IT decision making
- Remotely-managed, centrally-staffed, robust help desk
- Expanded project management and project (hardware/software) delivery services
- Expanded external strategic consultation

SELECTING POLAR SYSTEMS: Oregon City issued an RFP for such services in April 2013, and scored the respondents on project approach, experience, cost, and references. From this process, the selection steering committee made a recommendation to department heads, and Polar Systems was selected.

"Polar Systems currently provides IT support services to other local municipalities our size and larger," said David Knoll, IT Supervisor. "They have experience with specific Public Safety applications we use and have a deep help desk support team. In addition, they have experience working with the Police Department on a project basis implementing an e-ticketing system and providing excellent service."

In the end, the City of Oregon City did not select the vendor with the lowest cost, but instead chose the solution recommended by Polar Systems, which they felt was the best match overall for the city's IT needs.

vCIO SERVICES AND POLARSTAR MANAGED SERVICES: Polar Systems' Virtual CIO Services (vCIO) and PolarStar™ Managed Services are the names for the wide breadth of solutions Polar is bringing to Oregon City's IT environment. A Polar Systems vCIO provides a leadership role for the IT environment, assisting with organization and management of the evolution of the environment. PolarStar Managed Services ensure reliability, flexibility, and performance via proactive technology management services and on-site support and a 24x7 Help Desk via reactive support services.

The first step once the partnership was put in place, was to conduct a city-wide IT site assessment, analyzing current processes on the criteria of reliability, scalability, manageability, efficiency, remote accessibility, and security; and providing an actionable plan for addressing any issues discovered. Polar Systems then made recommendations for implementing best practices, reorganizing and reconfiguring the city's network, and transforming it to be a high performance, fault tolerant environment. Once the current state of Oregon City's IT environment was understood and an IT roadmap built out, Polar Systems implemented ongoing, dedicated on-site technical support to support the mission of improved customer satisfaction and rapid standardization of the IT environment.

City Council Packet - Page 39 of 157



City Hall of Oregon City



New Oregon City Arch Bridge



For more information, contact:

Polar Systems, Inc.

503-775-4410

info@polarsystems.com

www.polarsystems.com

21890 Willamette Drive

West Linn, Oregon 97068

Polar Systems' vCIO Services typically include project management, stakeholder representation, technology assessment, vendor management, IT roadmap and strategic consulting, budgetary development, staff development and more. Polar Systems' vCIO Services are proactive in nature and are designed with the flexibility needed to support the unique needs of Oregon City. As part of the onboarding process, a plan was developed to reach mutual agreement of the best use of vCIO resources in support of the city's most pressing needs.

PolarStar Managed Services include unlimited remote and on-site support as it relates to triage and problem resolution for Oregon City's in-scope IT environment. PolarStar services for the City of Oregon City include:

- Server Management
(for approximately 24 servers)
- Asset Auditing/Inventory
- Monitoring/Alerting
- Patch and Maintenance Event
- Backup Management
- Anti-Virus Management
- OS Management
- E-Mail Management
- Anti-Spam Management
- DNS Hosting
- Network Device Management
- Desktop/Laptop Management
(for approx. 150 workstations)
- Mobile Device Management
- Printers and Other Device Management
- Vendor Relationship Management
- Quarterly Consultation
- Reporting
- Agreed-upon Guaranteed Response Time
- Additional Network Services
- Scheduled On-site Support
- Reduced Hourly Labor Rates
for the contract period

In only the first year of the partnership, the city is already seeing the benefits. "We can see Polar Systems' methodology in action," said IT Supervisor David Knoll. "Polar has put into place a project roadmap that addresses both short-term wins and long-term projects. Our goal is a centralized IT environment that is easier and less costly to manage. We have come to expect a high level of service to both Project Managers and end users."

"Polar's use of remote and on-site staff, as well as a robust ticketing system, has increased support and reduced the length of open tickets within City Hall and the various departments of Oregon City," says Knoll. "Polar's ticket logging and service delivery has helped meet and exceed our expectations of great IT service."

About Polar Systems

Polar Systems, Inc., founded in 1981, has built a reputation as one of the premier technology consulting providers in Oregon & SW Washington. The company's diverse client list includes many of the best-known companies and government agencies in the area. Polar Systems is a Dell Premier Partner and a charter member of the Microsoft Certified Partner program.

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Photo Credits:

City Hall: City of Oregon City

Arch Bridge: Jason Kelly at OBEC

Riverfront Boulevard: City of Oregon City



Addendum (Answers to Questions in Section 2 and 3):

2.1 - Initial Assessment

To deliver a best in class service, we put together a well thought out, documented process to ensure a successful rollout. More important, we start to build a true partnership with our clients. This process has been the foundation to success since the inception of our managed services offering. Polar Systems has developed a checklist of 85+ best practices to deliver secure, reliable, flexible, and manageable IT infrastructure.

Once you have agreed to have Polar Systems become your Managed Services Provider, we will discuss the timing of the transition. For an organization of your size, we would prefer to have one month of overlap with your current MSP for a smooth hand-off. Prior to the start of the migration, we will provide you with a list of information we would like to have, such as employee list, list of key passwords, etc... On the first day of the transition, a team of Polar Systems engineers will come onsite, start deploying Polar Systems' tools, and start the documentation process.

During the onboarding process, several Polar Systems engineers will come onsite to document City of Canby's IT environment fully. We also use IT Glue, and if your existing MSP is willing to share documentation, that can speed up onboarding. In cases where an MSP is reluctant to provide their documentation, we can build it ourselves. We will deploy our management tools on equipment at all of your sites, documenting remote sites as we visit them.

Once we have the initial deployment and documentation process mostly complete, we will do an internal training at Polar Systems so all of our engineers, from our Quick Fix team to Project Team, will be able to support City of Canby. We will then do an overview/training at City of Canby for how your team can engage with Polar Systems. Then we're live.

During the onboarding, we will review our best practices checklist, identifying a list of recommendations for City of Canby. Your Polar Systems vCIO will work with you to help prioritize these recommendations and determine a roadmap for projects to implement.

We will do an onboarding meeting/webinar to introduce Polar Systems, our services, and security products, plus how to engage with us. Plus we also use the KnowBe4 product for employee security training.

We can be flexible and do supplemental training as needed to address specific issues.

2.2, 2.3, 2.4 – Desktop and Network Support:

PolarStar monitoring and dedicated help desk services are the pieces that makes it all work. With our best of breed tools, we monitor your systems and network remotely, vigilantly watching for hardware and software events – the little things that can be precursors to bigger problems. By watching thousands of machines, our team of help desk technicians know just what to look for, and can often proactively resolve those potential

problems from our Portland based support center. Or, if needed they can dispatch an expert engineer to your location for an on-site repair. Whether it's a UPS alert, dwindling drive space, CPU performance, or application warning, PolarStar monitoring will keep our eyes on it, so you can keep your eyes on your business.

And if anyone on your staff has a question about or problem with any of your systems or covered applications, they simply pick up the phone and talk to a live person or email the help desk for quick resolution. All of our support services engineers and technicians are Portland based, so you'll enjoy getting to know and rely on them.

Polar Systems provides strategic consulting and thought leadership within a PolarStar Managed Services agreement by leveraging our experience and best practice development. PolarStar vCIO Services focus on enabling transformation by aligning IT with the top-level vision of the organization.

Losing business-critical data is not an option. Whether it's from a site-wide disaster or from user error, delays in getting your business back online can result in monetary loss as well as loss of productivity and of business reputation. PolarStar Managed Backup and Disaster Recovery is designed to ensure your company's data is protected and can be recovered rapidly in the event of an outage. We understand the importance of business continuity — you'll be surprised what we can do.

Your Polar Systems vCIO's come with decades of experience. Their wisdom and knowledge are essential to reviewing and revising your IT strategy and plan, including:

- Technology roadmap development
- Budget development
- Project management
- Business impact of technology decisions
- Hardware lifecycle management

2.5 - Email:

Email is often the #1 mission critical application for a small- or medium-size business. PolarStar Email Protection services provide the most reliable, safe, and secure Microsoft Exchange email environment to protect your email systems from malicious content. Through our filtering technologies and 24x7 monitoring, PolarStar Email Protection shields you from the latest threats such as Ransomware before they even enter your environment, ensuring maximum continuity of your email environment and minimized disruptions.

- Proactively manage and backup your Microsoft Exchange email environment.
- Provide complete inbound email filtering to block 99% of spam before reaching your network
- Policy based, allowing customized filtering to suit your company's requirements.
- Email Continuity for outage protection
- Optionally provide email archiving and email encryption.

2.6, 2.7 Security, Backup/Compliance:

We have 22 employees at Polar Systems who are CJIS Level 4 certified. We maintain this certification throughout all of our technical staff due to the work we do with other municipalities. As part of PolarStar Managed Backup and Disaster Recovery, we will install local networked backup storage devices at your location(s) to create real-time images of your critical systems. In the event of a local loss of data, you can access another local copy in minutes. All of your data is also mirrored offsite, which can be accessed remotely in case of a site-wide disaster.

Daily backup checks and regular backup testing ensures your business is completely protected.

PolarStar Managed Backup and Disaster Recovery includes:

- A complete solution to reduce server downtime with a specialized backup and virtual server appliance
- Virtualization of failed servers to decrease downtime from days to minutes
- Near real-time backups as frequently as every 15 minutes
- Offsite storage at an affordable cost
- Affordable business continuity plan.

Having a proven framework for IT process and controls is essential to properly protect your company data from cyber criminals. Every company large and small is now at high risk to Ransomware and that is why properly protecting your data is critical to maintain operations. While you cannot 100% protect your company from Ransomware your goal should be to significantly reduce your risk. Also, Polar Systems is the only Managed Services Provider in the Pacific Northwest to carry the CompTIA Security Trustmark+ Certification.



PolarStar Protect + Cyber Security helps reduce your risk to Ransomware by focusing on four key elements:

1. Protect the environment
2. Actively scanning the network 24/7/365 looking for threats
3. Employee awareness & education
4. Business continuity in case an attack is successful.

You start by protecting the environment's hardware. An industry standard tier 1 managed firewall and managed anti-virus is essential and a great start. Next Anti-SPAM with URL filtering and DNS protection

round out your environment by protecting end users from accidentally going to suspicious sites or clicking on a potentially harmful link in email.

This is where most organizations stop.

Real-time awareness to your network is more critical than ever. Cyber criminals are looking for a small window to enter your network, and sometimes hide for days/weeks/months before making its move. This is why having security experts with real-time threat intelligence having eyes your network 24/7/365 is so critical to preventing Ransomware. With a 100% US Based Security Operations Center on your side, you can have the peace-of-mind that someone is looking out for you.

Now that your perimeter is protected and someone is watching your network, it is time to protect the biggest vulnerability of all, the human factor. With User Awareness Training you can keep your employees on alert by creating campaigns to detect harmful behavior. When a behavior is detected employees then are assigned training associated with that behavior and how to prevent it in the future.

Finally, while you have significantly reduced your risk to Ransomware, you are still not 100% immune. This is where managed backup comes in. If you are infected with Ransomware, the FBI endorses companies not pay the ransom and recover from backup. [Managed Backup and disaster recovery](#) protects you by checking daily backup jobs, doing monthly restore tests, and cloud restoration, if needed. These elements combined, provide you the peace-of-mind and if all else fails, you can recover when needed most.

2.8, 2.9 - Strategic Planning and Financial Planning/Forecasting:

The management of information services is a complex endeavor requiring the integration of IT strategy with the overall business objectives of the organization. Far too often IT budget spend fails to deliver the return on investment promised. Whether you're managing IT for cost reduction or competitive advantage, a defined strategy for IT is paramount in delivering value to the organization.

A Polar Systems vCIO engagement for your organization is a custom experience tailored to the needs of your executives and organizational goals. Your dedicated Polar Systems vCIO will work with you to customize an engagement within your budget that measurably improves your organization's operations.

Polar Systems offers a portfolio of services to supplement a vCIO engagement ensuring recommendations are implemented effectively.

Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We provide a full scope of work for any projects that we are asked to partner on or complete. You will be provided an estimate on the time it will take to complete these projects. We only bill for the time that we are working on the project, so most of the projects are billed as time and materials, not a flat fee.

2.10 – On Demand Response

Polar Systems maintains Service Level Agreements (SLAs) to maintain great client satisfaction. They are an understanding between Polar Systems and the City of Canby about how quickly we will work to bring a ticket to resolution. These SLAs can be affected by the person calling. For example, a VIP contact in one of our client base calls with an issue. The priority may change to a higher level. Ticket priorities determine the speed at which tickets need to be worked.

All of our fully managed clients have access to the Polar Systems help desk through email or a phone call to log a help desk ticket. We also will onboard a new employee and help with getting their new equipment loaded with all of the necessary software for company use. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience.

We use all Polar Systems employees for help desk and technical support. All of our project team is in house as well, and we are based in West Linn, Oregon.

Below are Polar Systems' SLA agreement schedule:

Standard SLA (8 Hours/Day)	Respond Within	Resolution Plan Within	Resolved Within	Goal %
Critical	.2 Hours	.5 Hours	4 Hours	80
High	.2 Hours	1 Hour	8 Hours	80
Medium	.2 Hours	2 Hours	24 Hours (3 Days)	80
Low	.2 Hours	4 Hours	172 Hours	80

Critical	Major business processes are stopped or whole company impacted.
High	Departments or large group of users are impacted or C-Level or VIP person affected.
Medium	One user or a small group of users is impacted.
Low	More of an irritation than a stoppage, workaround exists, report requests, little impact on business processes, information requests.
Recurring	Monthly recurring activities such as restore tests or operating system patching
No SLA	Regularly recurring management tasks such as QBRs, best practices reviews, patching, backup checks, test file restores, and test virtualization.

3.1 - Cover Letter:

See attached to quote

3.2 - Experience, Organization, and Qualifications:

a. Skills and areas of involvement:

- We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We have a top tier projects team that helps assist not only our managed services client, but other clients as well. We are available to complete projects 100% on our own, or we partner with the clients IT staff however they would like us to. We also have the ability to purchase network infrastructure hardware and workstations as needed.

b. Length of time in business:

- We have been in business since 1981 providing IT services for the Portland metro area.

c. Customers in the public sector:

- We have three customers that are in the public sector space. See references in next section for contacts to reach out to. A. We represent clients from all industries. We feel that this gives us exposure to many different applications and situations that build our knowledge base of expertise.

d. References:

Janice Emery, Cowlitz Family Health Center, jemery@cfamhc.org, 360-703-6409

David Knoll, City of Oregon City, dknoll@ci.oregon.city.or.us, 503-496-1557

Jeremy Williams, City of Troutdale, Jeremy.williams@troutdaleoregon.gov, 503-674-7242

e. Company Location:

-We are located in West Linn, Oregon. We have one office, and all of our employees live in the Portland metro area.

3.3 – Proposal:

a. Methodology:

PolarStar is our holistic approach to IT management designed to address three core IT support tiers and deliver them by way of multiple specialized job functions.

- **Strategy:** Focus on matching technology to meet the needs of the organization and work to align our clients with industry "best practices"
- **Proactive Maintenance:** Regular maintenance and system updates combined with proactive oversight of systems to prevent problems from occurring
- **Reactive Support:** Address ad hoc issues as they come up as quickly and efficiently as possible

The Goal is to provide both strategic oversight and guidance along with tactical day-to-day assistance with your technology stack. Our experience in providing support to a variety of businesses enables us to keep your systems available and secure for a predictable fixed monthly cost. With PolarStar Managed IT Services you are backed up by a team of experienced IT professionals across all specialized support areas.

b. Support:

All of our fully managed clients have access to the Polar Systems help desk through email or a phone call to log a help desk ticket. We also will onboard a new employee and help with getting their new equipment loaded with all of the necessary software for company use. We feel that there are numerous items that set us apart from other

managed service providers. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We believe that our onboarding process is second to none with the documentation that we provide. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We have the best employees, and we are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. We also carry the Comp Tia Security Plus certification, and we are the only MSP in the Pacific Northwest that does. Our help desk is maintained during normal business hours, but we have on call staff for after-hours needs as well.

c. Scope of Service:

See attached quote and information.

d. Termination:

Our termination fees can be found in the Master Services Agreement included with this response.

3.4 – Cost of Services:

– Pricing attached separately to this quote.

3.5 – Conclusion:

- We feel that there are numerous items that set us apart from other managed service providers. We are one of the largest MSPs in Oregon, and we have 25+ certified engineers on staff with a minimum of 7+ years of experience. We believe that our onboarding process is second to none with the documentation that we provide. Our vCIOs are best in class at providing pro-active actions that need to happen within your environment. We align with the best partners in the industry, and we help drive the right solution for our clients. We have the best employees, and we are 100% based in Oregon and Washington. We promote from within, so our employees are tenured and we know our customers and their needs. We also carry the Comp Tia Security Plus certification, and we are the only MSP in the Pacific Northwest that does. We have a top tier projects team that helps assist not only our managed services client, but

other clients as well. We are available to complete projects 100% on our own, or we partner with the clients IT staff however they would like us to. We also have the ability to purchase network infrastructure hardware and workstations as needed.



POLAR STAR MANAGED SERVICES SCHEDULE

This Polar Star Managed Services Schedule (this "**Schedule**") is entered into as of _____ (the "**Effective Date**"), by and between Polar Systems, Inc. ("**Polar Systems**") and _____ ("**Client**"). This Schedule is subject to the terms of the Master Services Agreement between Polar Systems and Client dated _____ (the "**Agreement**"). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s):	
Primary Client Contact:	Secondary Client contact:
Emergency Phone #:	Emergency Phone #:

Polar Star Coverage Summary (see Appendix A and B for details)

Included?	Service	Included?	Service
<input type="checkbox"/>	Asset Auditing/Inventory	<input type="checkbox"/>	Managed Out-of-Market Site
<input type="checkbox"/>	Monitoring/Alerting	<input type="checkbox"/>	Vendor Relationship Management
<input type="checkbox"/>	Managed Servers	<input type="checkbox"/>	vCIO Services
<input type="checkbox"/>	Managed Server Backup	<input type="checkbox"/>	Reporting
<input type="checkbox"/>	Managed Workstations	<input type="checkbox"/>	Response Time Commitment – 1 hour
<input type="checkbox"/>	Server – Patching	<input type="checkbox"/>	Active Security Scanning/SOC
<input type="checkbox"/>	Workstation – Patching	<input type="checkbox"/>	Managed Active EDR
<input type="checkbox"/>	Managed Exchange / Office 365 / Email	<input type="checkbox"/>	Employee Security Awareness
<input type="checkbox"/>	Managed Anti-Spam Services	<input type="checkbox"/>	DNS Protection
<input type="checkbox"/>	Managed E-Mail Encryption	<input type="checkbox"/>	Multi-Factor Authentication
<input type="checkbox"/>	Managed E-Mail Archiving	<input type="checkbox"/>	Office 365 Backup
<input type="checkbox"/>	Managed Firewall	<input type="checkbox"/>	Scheduled On-site Support Total Hours: Interval: Time Block/Event:
<input type="checkbox"/>	Managed Network Devices		
<input type="checkbox"/>	Managed Anti-Virus		
<input type="checkbox"/>	Managed Disk Encryption		
<input type="checkbox"/>	DNS Hosting	<input type="checkbox"/>	Other: _____

Term: _____ months

Polar Star Payment Summary:

Polar Star Payment: \$ _____ per month
 Hardware-as-a-Service Payment \$ _____ per month (if applicable)
 Reduced Labor Rate: _____ %
 PC Workstation Build Fee: \$450

All monthly fees under this Schedule must be paid electronically through a service reasonably specified by Polar Systems.

The pricing above is based on an initial review of Client's current servers, workstations and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to, and additional information learned regarding, Client's environment and the other aspects of this Schedule on a quarterly basis (or otherwise as needed) and update fees and Covered Components under this Schedule to reflect any changes. Unless the parties agree otherwise, in no event will any reductions in Covered Components decrease monthly fees by more than 40% than the monthly fees above.

The fees and rates in this Schedule will automatically increase by three percent (3 %) per year. Other increases may apply per the terms of the Agreement.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

Polar Systems, Inc.

Client: _____

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Submitted: . Offer in this Schedule valid 30 days from date of submission.

POLAR STAR MANAGED SERVICE TERMS AND CONDITIONS

1. Managed Services

- (a) "Covered Component" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components listed in Appendix A located at the Client location(s) specified above. To be a Covered Component, the Polar Systems managed service agent program must be added to such component. Client agrees that, in order for Polar Systems to provide managed services under this Schedule, (i) all Windows servers in a domain must be covered; and (ii) unless otherwise specified in Appendix A, all workstations at a location must be covered. Managed Services do not include hardware repairs or support for application software unless specifically listed on this Schedule.
- (b) Polar Systems will use commercially reasonable efforts to detect and avoid the malfunction of Covered Components. Proactive services include monitoring and alerting, patch management and backup verification. These services are designed to report to Polar Systems performance and availability data concerning Client's network and to alert Polar Systems' Help Desk to potential problems. Monitoring Services do NOT include the provision of any intrusion detection services nor do they address any other security concerns.
- (c) Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time.
- (d) There is no additional charge for Help Desk Service provided during Regular Business Hours. Polar Systems' Help Desk will also be available under this Schedule after Regular Business Hours, subject to the following terms:
 - Access to the Help Desk after Regular Business Hours must be made using a phone number provided to Client specifically for such use. Polar Systems will aim to respond within 1 hour, with escalation to Polar Systems' management team if the call is not returned in the 1-hour time frame.
 - Help Desk Service after Regular Business Hours is provided at a rate equal to 1.5 times Polar Systems' then-current reduced labor rate.
 - Any Client personnel requesting Service after Regular Business Hours will be considered authorized to do so under this Schedule.
- (e) Client will provide all necessary information when requesting technical support. This information includes, but is not limited to:
 - Name of end user experiencing the issue
 - Location of end user and computer
 - Contact information for the end user
 - Detailed description of the issue
- (f) Polar Systems will use diligent efforts to manage the restoration of malfunctioning Covered Components to good working order.
- (g) Client's data backup systems may be listed as a Covered Component on this Schedule. However, Client agrees and understands that, unless Polar Systems is providing Client with a fully managed backup (BDR) solution under a separate Schedule, Polar Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is ultimately responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. Polar Systems has no liability for any costs associated with data recover/disaster recovery services.
- (h) When requested by Polar Systems, Client will ensure that all office workstations and laptops will be left turned on after Regular Business Hours so Polar Systems can perform required workstation maintenance and proactive support.
- (i) Polar Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. Polar Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that Polar Systems will not be responsible for the potential adverse effects of applying such a patch.

2. Payment Terms

At the Effective Date of this Schedule, Polar Systems will invoice and collect payment for the first and last month of managed Services associated with this Schedule. This payment must be received before any Service under this Schedule can be scheduled or delivered.

3. Hardware

Polar Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. Polar Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. Polar Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. Polar Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; all such items are the Client's responsibility.

4. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no

way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, Polar Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable against Block Time or as an agreed additional Service.

5. Documentation

Polar Systems will, at its expense, maintain updated documentation on Covered Components to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

6. Authorization to Access Client Devices. Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files and clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any Covered Component.

7. Polar Systems Equipment

- (a) Client agrees that Polar Systems may deliver and install appliances and other equipment in support of the Services ("**Polar Systems Equipment**"), excluding items sold by Polar Systems to Client.
- (b) The Polar Systems Equipment is and shall remain the exclusive property of Polar Systems. Client will keep Polar Systems Equipment free and clear from liens or encumbrances of any kind. Upon termination of this Schedule, subject to any applicable laws, Polar Systems may, but is not required to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.
- (c) Client agrees to provide Polar Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.
- (d) Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time.
- (e) Client agrees that, if this Schedule is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.
- (f) Client will not, nor will Client allow others to: (i) open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems, or (ii) use Polar System Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.
- (g) Client agrees to pay Polar Systems for the replacement cost of the Polar Systems Equipment as reasonably determined by Polar Systems if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

8. Client Requirements. Client will at its own cost:

- Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase charges for the Services to reflect the higher cost of supporting Client.
- Reboot/restart equipment or monitoring agents upon request of Polar Systems; if Client does not wish to perform such functions, then if necessary Polar Systems will come on site and additional charges will apply.
- Maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.
- Notify Polar Systems upon the removal of a Covered Component from the network so the Polar Systems' remote management and monitoring systems can be updated.

- Follow best security and standardization practices and protocols on all Covered Components as required by Polar Systems. These protocols include but are not limited to the following: (i) secured off-site data vaulting to protect critical operations data, (ii) centrally-managed anti-virus software installation, updates, workstation and server management and remediation, (iii) centrally-managed operating system and application security patch testing, updates and roll-outs, (iv) assignment of role-appropriate user or power-user credentials for PCs and servers and removal of all user-issued administrative login permissions, and (v) creation and ongoing maintenance of full and complete network documentation inclusive of all secured administrative usernames and passwords.
- Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.
- Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.
- Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by Polar Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by Polar Systems. Users may log off at the end of their work shift.

9. Exclusions. Polar Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at Polar Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Covered Components or related software or peripherals by a non-Polar Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Covered Component(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. Polar Systems will use commercially reasonable efforts to provide advance notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Covered Component(s) or electrical work external to Covered Components, including but not limited to printer consumables and backup media.
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Covered Component(s) unless specifically listed in this Schedule.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by Polar Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees or charges of any kind.
- (h) The cost to bring Client's environment up to minimum standards required for Service.
- (i) Programming (modification of software code) and program (software) maintenance.
- (j) Training services of any kind unless otherwise agreed in writing by Polar Systems.
- (k) Moving hardware from one physical address to another physical address.
- (l) Polar Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (m) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.
- (n) Mobile devices, smartphones, and tablets are not covered unless Mobile Device Support is included in this Schedule.

APPENDIX A TO POLAR STAR SERVICES SCHEDULE

Covered Components

Servers

Type	Qty	Comments
TOTAL		

Workstations and Laptops

Type	Qty	Comments
TOTAL		

Network Devices

Type	Qty	Comments
TOTAL		

Other Covered Components

Type	Qty	Comments

Protect +

Type	Qty	Comments

APPENDIX B TO POLAR STAR SERVICES SCHEDULE

Service Options and Description

Service Name	Service Description
Asset Auditing and Inventory	Hardware inventory and warranty information relating to Covered Components will be collected as completely as technology allows.
Monitoring and Alerting	Our engineering team monitors for critical events which could result in service interruption. Monitoring capabilities vary by vendor. Polar Systems may inform Client when a device has limited or no capability of being monitored. Although monitoring is automated on a 24 hour per day basis, Client understands that Polar Systems will review, diagnose and respond to alerts during Regular Business Hours only.
Managed Servers	Management includes support for server hardware and operating systems. Support is limited to vendor-supported operating systems and hardware that is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware that are beyond support life are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Server Backup	Data backups will be monitored daily during Regular Business Hours for approved backup solutions. Backup management includes the following services: Daily monitoring, monthly file restore testing, monthly virtualization testing (if supported) and notification to Client of backup problems. <i>Unsupported backup solution support is handled on a best effort basis and may generate billings outside the terms of the PolarStar agreement.</i>
Managed Workstations	Management includes support for workstation hardware and operating systems. Support is limited to vendor-supported operating systems and hardware which is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware, which are beyond support life, are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Server/Workstation Patching	Windows Operating System patching and maintenance will be performed on a monthly basis. Windows Operating System patches and service packs are evaluated for potential conflicts before they are deployed and are focused on critical security updates. Windows operating system version or build upgrades are not included in PolarStar patching coverage.
Managed Exchange / Office 365 / Email	Management includes support for Polar Systems-approved, vendor-supported e-mail systems. <i>Unsupported e-mail systems will be supported on a best-effort basis and may generate billings outside the terms of the PolarStar services agreement.</i>
Managed Anti-Spam & URL Filtering	Managed anti-spam services include e-mail filtering, e-mail continuity, and URL protection services. Includes basic support for allow and deny lists and e-mail flow troubleshooting.
Managed E-mail Encryption	An optional add-on to managed anti-spam services that allows for the sending of encrypted/secure messages.
Managed E-mail Archiving	An optional add-on to managed anti-spam services that allows for the long-term archival and retention of e-mail messages.
Managed Firewall	Management includes support for firewall hardware. Support is limited to vendor-supported hardware that is covered by a manufacturer's warranty. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Network Devices	Network device management includes the use of hardware and/or software tools to monitor status and generate alerts, reasonable basic re-configuration of the network device and network device issue resolution. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Mobile Device Support	This service includes support for the synchronization of mobile devices and business e-mail accounts. <i>Assistance with non-business related e-mail accounts, other applications, phone usage or charges, warranty replacement, or device troubleshooting may be performed upon request, using reasonable efforts and are subject to an additional charge outside of the PolarStar services agreement.</i>
Managed Anti-Virus	Antivirus management includes software deployment and malware monitoring. <i>Remediation activities related to malware infections resulting from poor client security practices may be billed outside of the terms of the PolarStar services agreement.</i>

Managed Disk Encryption	Managed disk encryption is an optional service that includes deployment and management of workstation or laptop disk encryption.
Active Network Security Scanning	A PolarStar Protect+ enhanced security option. Provides active scanning for security threats and SOC (Security Operations Center) analysis and response.
DNS Protection	A PolarStar Protect+ enhanced security option. Provides an additional layer of protection to prevent redirection to malicious web sites.
Security Awareness Training / Testing	A PolarStar Protect+ enhanced security option: security awareness testing and training. Polar Systems performs regular testing campaigns to gauge risky Internet behavior within your user base.
DNS Hosting	Polar Systems provides DNS (Domain Name Systems) Hosting, a service which migrates your public DNS presence from your current host to our fully redundant, geographically diverse DNS servers.
Vendor Relationship Management	Polar Systems will act as the technical contact for communications with vendors which may include line-of-business application partners or other service providers. It is the client's responsibility to provide all information required to enlist the vendor's assistance. Any vendor or third-party technical support payment is the responsibility of Client. <i>Support for any application, device or service which is not covered by a support agreement may be billed on a time and materials basis outside of the PolarStar services agreement.</i>
vCIO Services	Your vCIO will work with Client's management team to assess short- and long-term business goals, discuss the pros and cons of technology strategies, evaluate competitive advantages, and analyze the business and financial impact. They will help you to architect and work with the Polar Systems engineering team to implement technology solutions to meet your requirements.
Reporting	Polar Systems will issue a set of standard reports on a regular basis including hardware inventory and warranty reports. We will use reasonable efforts to provide any requested customized reports. <i>Extensive custom report creation may be billed outside of the PolarStar services agreement.</i>
Online Ticket Management Portal	Key members of Client team will have access to our online ticket management portal where you can submit tickets and/or review the status and notes on any open tickets.
System Documentation	Polar Systems creates a comprehensive set of documentation during the onboarding process. This documentation includes asset lists, configuration information, system diagrams, 3rd party vendor information, application information, and site photos. This set of documentation is enhanced and refined over time as the network evolves.
Response Time Commitment	Polar Systems will respond to and triage all requests within 1 hour during Regular Business Hours.
Ad hoc and Scheduled Onsite Support	<p>Polar Systems will come onsite when needed to troubleshoot or repair covered equipment when remote remediation is not possible. Onsite visits to support covered equipment or systems is included at no extra charge. <i>Onsite visits related to the addition of equipment or in support of non-covered systems will be billed outside of the PolarStar services agreement.</i></p> <p>Polar Systems will provide <i>scheduled</i> on-site support services (if any) as indicated on Appendix A. Schedule changes should be made at least one week in advance of the scheduled on-site event. Polar Systems reserves the right to send any qualified Polar Systems employee to an on-site scheduled event.</p>
Managed Out-of-market Site	Remote support for satellite offices in other geographies outside of Polar Systems normal service area. <i>Expenses incurred by Polar Systems on behalf of the client for travel to remote sites, or costs related to use of 3rd party contractors for onsite remediation will be billed outside of the PolarStar services agreement.</i>
24x7 Support Acces	All PolarStar agreements provide access to our 24x7 support services for after-hours emergencies. <i>While after-hours access to our support team is included with your PolarStar agreement, we do bill separately for after-hours services at the prevailing rate.</i>



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Polar Systems, Inc., with its principal address at 21890 Willamette Drive, West Linn, OR 97068 (“**Polar Systems**”) and the client below (“**Client**”).

Client Name:	
Billing Address:	
City:	State: Zip:
Shipping Address:	
City:	State: Zip:
Telephone Number:	
Fax Number:	
Company Website:	
Primary Contact Name:	
Primary Contact Email:	
Accounting Contact Name:	
Accounting Contact Email:	
Company Origin Date:	
Type of Business: Corporation <input type="checkbox"/> LLC: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____	
Oregon Clients: Are you inside the city limits of Portland?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Oregon Clients: If no to above, are you outside the city limits of Portland, but within Multnomah County?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Clients outside of Oregon: What is your Tax Jurisdiction?	

This Agreement consists of this cover page; the attached Master Services Agreement Terms and Conditions; and all Schedule(s) as agreed by the parties from time to time.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

<i>Polar Systems, Inc.</i> By: _____ <div style="text-align: center; font-size: small;">_____ Print Name and Title</div>	Client: _____ By: _____ <div style="text-align: center; font-size: small;">_____ Print Name and Title</div>
Date: _____	Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Introduction.** Under the terms of this Agreement, Polar Systems will use reasonable efforts to provide Client with IT services as described in mutually agreed Schedules (the “**Services**”).

2. **Services**

(a) **Schedules.** The Services are described in one or more written schedules, quotes, statements of work, or other documents or correspondence (“**Schedules**”) agreed by the parties from time to time. Services may be added or modified through an agreed new Schedule, a Change Order, or other written or oral request for services outside the scope of currently ordered Services that is accepted by Polar Systems. Unless otherwise agreed in a Schedule, Polar Systems is entitled to rely on requests for additional Services made by any Client user, including requests for on-site Services and Services outside of Polar System’s Regular Business Hours (as defined below). In all cases, additional or modified Services will be governed by the terms of this Agreement. Polar Systems may, but is not required to, provide any requested Services.

(b) **Hours of Service.** Unless otherwise agreed by Polar Systems, Services are provided during “**Regular Business Hours**”, defined as weekdays between 8:00 a.m. and 5:00 p.m. Pacific Time, excluding holidays on which Polar Systems is closed. Rates for Services outside of Regular Business Hours are 1.5 times otherwise applicable rates.

(c) **Estimated Dates.** A Schedule may specify estimated dates for the Services. Any such estimated dates are made for project planning purposes only and are not a guarantee; Polar Systems may revise an estimated date if the assumptions upon which Polar Systems relied in determining its initial estimate change the scope of the Services, or if Client fails to provide required information, assistance, and/or decisions.

(d) **Warranty Service.** Polar Systems does not provide warranty service (including extended warranty and maintenance service) for any third party hardware or software unless expressly agreed in writing by both parties. Polar Systems strongly recommends that Client maintain its hardware and software under warranty or extended warranty/maintenance (for some Services, Polar Systems may require that Client maintain its systems under warranty or extended warranty/maintenance). Client may request that Polar Systems provide certain products and services that are also covered under the manufacturer’s warranty in order to expedite repairs to Client systems. Client is responsible for any potential impact that this may have on Client’s manufacturers’ warranty. Client is also responsible for payment for all requested products and services provided by Polar Systems related to the repair, replacement, and maintenance of third party computer hardware and software that may have been otherwise covered under the manufacturer warranties.

(e) **Compliance with Laws.** Client agrees to comply with all applicable laws, rules and regulations when making use of the Services and of its IT systems.

3. **Fees and Payment**

(a) **Fees.** Client shall pay Polar Systems the fees and other amounts set forth in the Schedule(s). Polar Systems will deliver invoices on or shortly after the effective date of the applicable Schedule to Client for any one-time set up fee. Invoices for any recurring monthly Services fee will be delivered approximately fifteen (15) days in advance of the Services. Polar Systems may in its sole discretion require that a portion or all of the amounts due for hardware and software purchases be paid in advance of Polar Systems’ ordering of such hardware or software, and/or on a COD basis. All fees and rates are subject to change by Polar Systems on an annual basis, upon thirty (30) days prior written notice to Client. Also, to the extent any fees are based on charges from third-party providers, such fees may increase upon notice from time to time proportionately based on increases imposed by such third-party providers.

(b) **Rates; Block Time; On-Site Services.** Unless otherwise agreed in a Schedule, Polar Systems’ standard rates will apply to Services, with time billed in 1 hour increments. Client may acquire in advance a block of hours (“**Block Time**”) to use to pay for Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus Polar Systems’ then-current trip charges.

(c) **Terms.** Unless agreed in a Schedule, all invoices are due within ten (10) days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client agrees to pay costs of collection, including reasonable attorney’s fees, associated with the collection of overdue amounts hereunder by Polar Systems. Client’s agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule. Invoice terms are subject to Client credit approval.

(d) **Taxes.** Client agrees to pay all federal, state, local and other taxes based on this Agreement, the Services or its use, excluding taxes based on Polar Systems’ net income. If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Polar Systems upon request with a correct copy of Client’s tax-exempt certification.

(e) **Expenses.** Client shall reimburse Polar Systems for all reasonable out-of-pocket expenses incurred by Polar Systems in connection with this Agreement that are approved by Client, including but not limited to travel and shipping expenses

4. **General Client Requirements.** Client will, at its own cost:

(a) Cooperate with and assist Polar Systems in the performance of the Services, and interact with Polar Systems in a professional and courteous manner, including by promptly providing Polar Systems with access to locations, resources, information and the assistance of informed personnel required to carry out the Services hereunder and rebooting servers or monitoring agents upon request of Polar Systems.

(b) Remain solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client data, information, and materials.

(c) If Services are performed at Client’s place of business, furnish full and safe access to Client’s office, network and systems for Polar Systems’ personnel, including parking, internet access, and workspace. Client shall notify Polar Systems of any health or safety hazards that may exist at Client’s location and provide and/or recommend safety procedures to be followed. Polar Systems reserves the right to refuse to provide Services if it believes that conditions are not safe. Outside work will only be performed weather permitting.

(d) Provide any passwords necessary for Polar Systems' personnel to perform requested tasks, including a unique administrative password for the purpose of providing ongoing maintenance and support of Client's network and systems upon Polar Systems' request. Client agrees that in approving a unique administrative password to Polar Systems, Client assumes full responsibility and any liability resulting from that decision, unless due to Polar Systems' willful misconduct or gross negligence.

(e) Maintain and pay for valid licenses, warranties and/or support contracts with respective third-party vendors for hardware, operating software and application software used in its network and systems.

5. Term; Termination.

(a) Term. This Agreement is a master agreement and remains in place unless and until terminated as set forth herein. Each Schedule will: (i) specify its own term, and (ii) other than Schedules for one-time professional services, automatically renew for subsequent annual renewal terms after the end of the initial term of the Schedule, unless a party gives the other party at least thirty (30) days written notice of termination prior to the end of the current Schedule term. If there are no active Schedules in place between the parties, then either party may terminate this Agreement by providing at least ten (10) days written notice of termination to the other party.

(b) Termination for Breach; Suspension. Either party may terminate this Agreement or any Schedule if the other party materially breaches this Agreement or such Schedule and such breach is not cured within thirty (30) days after written notice. Polar Systems may suspend some or all of the Services upon notice to Client if Client materially breaches this Agreement, including but not limited to by not paying any fees or costs due hereunder that are not disputed in good faith by Client by the due date.

(c) Termination for Insolvency. A party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up, or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors; (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(d) Liquidated Damages. If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) all fees that would have come due under the applicable Schedule(s) for the remainder of the then-current term of such Schedule(s) shall become immediately due and payable by Client to Polar Systems as liquidated damages, without any further demand by Polar Systems, and (ii) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. The parties acknowledge that Polar Systems' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Polar Systems' potential losses.

(e) Survival. Sections 5(d), 6, 7, 8, 9(b), 10, 11, 12, 13 and 14 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

6. Intellectual Property

(a) Ownership. Client agrees that Polar Systems and its third party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trade secret, and all other intellectual property rights, in the Services and the software used by Polar Systems in connection with the Services (the "Software"), including but not limited to the look and feel, algorithms, documentation format, database structures, methodologies, and know-how associated with the Services and the Software and any and all copies and updates thereto. Polar Systems reserves all rights to the Services and the Software not specifically granted herein.

(b) Restrictions. Client shall not: (1) use or allow use of the Software or Services to provide time-sharing, outsourcing, service bureau, or other IT services to third parties; or (2) distribute, sublicense, reverse engineer, decompile, disassemble, modify or change any portion of Software or Services, or attempt to do any of the foregoing.

7. Confidentiality

(a) Definition. "Confidential Information" means any business, financial, or technical information or data that is disclosed by one party to the other party pursuant to this Agreement that is marked as confidential or that, due to the nature of the information or circumstances surrounding its disclosure, would reasonably be recognized as confidential. Confidential Information does not include information that: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records. The terms of this Agreement and the Schedules (and information relating to the negotiation of this Agreement and the Schedules), as well as the methodologies and procedures of Polar Systems, shall be deemed the Confidential Information of Polar Systems (excluding information specific to Client).

(b) Confidentiality Obligations. The receiving party agrees: (a) not to, directly or indirectly, use, disclose, or copy the Confidential Information, except to its employees and contractors who have a need to know such information for the purpose of this Agreement; and (b) to protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, no less than a reasonable standard of care. The receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law, and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) Termination. Upon the request of the disclosing party, the receiving party will return to the disclosing party or destroy the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that the receiving party may retain Confidential Information in its standard information systems backup programs and as required by law, regulation, or policy, subject to the limitations on disclosure and use hereunder.

8. Third-Party Software Tools and Services. Polar Systems will use various third-party software tools and services (whether procured by Polar Systems or Client, "Third-Party Tools") to assist in providing Services. Certain Third-Party Tools may also be provided to Client by Polar Systems for use by Client in connection with the Services. The parties agree as follows with respect to Third-Party Tools:

- (a) Client agrees to and will abide by all Third-Party Tool license and agreement terms made available to Client by Polar Systems or the applicable vendor. Upon request, Polar Systems will use reasonable efforts to provide Client with links to, or copies of, applicable Third-Party Tool terms.
- (b) Client agrees that Polar Systems is not responsible for any defects in, or issues or damages caused by, any Third-Party Tools (including data breaches caused by any Third-Party Tools).
- (c) Client may use Third-Party Tools supplied by Polar Systems solely in connection with the Services. Client has no right or license to use Third-Party Tools supplied by Polar Systems outside the scope of the Services or after termination of the applicable Schedule, unless otherwise agreed by Polar Systems.

9. **Warranty**

(a) **Limited Warranty.** Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder. Polar Systems warrants that the Services will be provided in a professional and workmanlike manner, using qualified personnel. In the event that Client provides notice of a breach of the foregoing warranty within thirty (30) days after the delivery of the Services, Polar Systems will, as Client's sole and exclusive remedy, use reasonable commercial efforts to correct the breach at no additional charge.

(b) **Disclaimer.** Client agrees that: (i) Polar Systems makes no promises or guarantees that it will be able to resolve all issues or "bugs" in any software, systems and technology ("**Systems**"), and (ii) a failure by Polar Systems to resolve any issue or series of issues in any System is not a breach of this Agreement. Polar Systems is in no way liable for defects or "bugs" in any Third-Party Tools or Systems, or for correcting errors introduced into data or software due to failure of Third-Party Tools or Systems, or for any cost of reconstructing software or lost data. Except to the extent set forth in a Schedule, Client has the sole responsibility for securing and backing up its data. **POLAR SYSTEMS IS NOT RESPONSIBLE FOR CLIENT'S FAILURE TO MAINTAIN ADEQUATE BACKUPS, NOR FOR THE COST OF RECONSTRUCTING DATA. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, POLAR SYSTEMS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

10. **Indemnification.** Each party will defend, indemnify and hold harmless the other from and against any and all liability, damages, losses, claims, actions, judgments and costs, including reasonable attorney's fees, for damage to any tangible property and for injury to or death of persons, including employees or agents of such other party performing work under this Agreement, caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its agents or employees.

11. **Limitation of Liability.**

(a) **General.** The parties agree that it is impossible to guarantee: (i) the trouble-free performance and security of computer hardware, software, networks, environments, and systems; (ii) the reliability of any technology or technology-related asset; and (iii) the applicability, outcome or performance of any training or the behavior of any human resources, all regardless of whether procured, provided, installed, managed, supported, administered, trained and/or supervised by Polar Systems, or in any way associated with the Services. Accordingly, Client and Polar Systems agree to the limitations of liability and damages in this Section.

(b) **Limitations.** Client agrees that the maximum aggregate liability of Polar Systems or any of its suppliers relating to this Agreement and the Services shall be limited to the amount of fees actually received by Polar Systems from Client under the applicable Schedule during the prior three (3) months. In no event shall either party or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if a party is told that any of such damages may occur. In no event is Polar Systems liable for any systems related to medical devices, other life-saving devices, real time controls for critical processes, or other systems the failure of which might cause injury or death, including any interface to any such systems. The fees charged by Polar Systems under this Agreement are calculated by specific reference to the levels of liability undertaken by Polar Systems.

(c) **Security.** Polar Systems may provide Services designed to assist in securing Client's technology environment. However, Client agrees that Client remains solely responsible for the security of its organization and its systems, developing its own security policy, and periodically testing its security to make sure it meets the requirements of its security policy. Due to the nature of malicious actors and governments, Polar Systems cannot and does not guarantee or certify the security of any current or future Client systems or networks. Any review or recommendations made by Polar Systems regarding the security of Client's systems and networks are made in good faith but are not guaranteed to be accurate, complete, or successful in securing Client's systems and networks. Any changes made to a Client network or system may have direct or indirect impacts that are negative to security. Polar Systems cannot anticipate every possible consequence of such changes. No Services provided by Polar Systems will include the remediation or restoration of systems affected by a data breach, ransomware or other security events. Polar Systems may in its discretion assist Client with such matters at its standard rates (unless a different fee arrangement is agreed to).

(d) **Cyber Insurance.** Client is specifically advised to obtain appropriate cybersecurity insurance to cover damage caused by data breach, ransomware, and other cybersecurity issues. Client should evaluate and independently determine its coverage needs for its cybersecurity and related insurance. Upon request, Client will provide Polar Systems with information regarding Client's cybersecurity insurance for Polar Systems' records. Polar Systems may in its sole discretion assist Client in Client's applications for cybersecurity insurance, but Client is solely responsible for attesting to the content of its insurance applications. Polar Systems may in its discretion carry its own insurance coverage for cybersecurity or data breaches. Client agrees that any such coverage is not intended to, and will not, cover any intrusions or losses to Client systems or data.

(e) **Assistance with Compliance.** Polar Systems may, as agreed in a Schedule, assist Client in reviewing Client's compliance with the technical aspects of certain laws, regulations, and standards (such as HIPAA and PCI). The parties agree that, in connection with any such Services:

- (i) Polar Systems does not provide any certification services and does not certify Client's compliance with any laws, regulations, or standards.
- (ii) Polar Systems also does not provide any legal services or advice and does not warrant or guarantee that its Services will satisfy any Client compliance or legal obligations. Client is specifically advised to obtain and use legal counsel to provide legal advice regarding Client's compliance requirements and to review the Services and deliverables provided for compliance with laws, regulations, standards, and other requirements.
- (iii) If compliance requirements change during the term of the applicable Schedule, the parties will negotiate in good faith an increase in the fees for providing such compliance-related services.

12. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement without consent to a party's successor in connection with the sale of all or substantially all of such party's business or portion of such party's business to which this Agreement relates, whether by means of a sale of assets, sale of stock or other equity interest, or merger or other consolidation, so long as such successor agrees in writing to the terms of this Agreement.

13. **Informal Dispute Resolution.** The parties shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' appointed project or account managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the parties may make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreed mediator.

14. **Other Provisions**

(a) **Security Interest.** Client hereby grants to Polar Systems a security interest in any and all hardware and other items purchased by Client from Polar Systems ("**Deliverables**"), until such time as those Deliverables are paid in full by the Client, in order to secure Clients' obligations to Polar Systems. Client agrees that in the event of default in any payment, Polar Systems shall have, in addition to its rights under applicable law, the right to immediately repossess any and all Deliverables previously sold to Client, but not fully paid for by Client, without further operation of law and without notice to Client. Client further agrees to pay for any and all costs, including attorney's fees, engineering fees and other applicable costs which Polar Systems incurs as a result of said repossession. Client further agrees to execute any additional documents, at Client's expense, to perfect or continue the security interest created by this Agreement.

(b) **Publicity.** Polar Systems may include Client's name and logo in a list of Polar Systems clients and as a user of the Services.

(c) **Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Polar Systems and Client. Client agrees that Polar Systems may use subcontractors to perform Services.

(d) **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year following termination of this Agreement, Client shall not, directly or indirectly, solicit, hire or retain as an employee or independent contractor, nor cause to be so solicited, hired or retained, any Polar Systems employee or former employee employed by Polar Systems in a technical or sales position. Client agrees that if Client wishes to hire anyone in violation of this Section, Client will pay to Polar Systems a fee equal to the greater of: (1) \$75,000, (2) such employee's most recent annual salary and bonus and (3) the annual salary and bonus offered to such employee by Client. Client agrees that this fee is fair and not excessive.

(e) **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the Contact section of the Cover Page of this Agreement either: (i) by personal delivery; (ii) by certified mail; (iii) by nationally recognized overnight courier; or (iv) by email, so long as email receipt is confirmed. Notice shall be effective upon receipt;

(f) **Entire Agreement; Amendments.** This Agreement (including the Cover Page and all Schedules) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, discussions and agreements between the parties concerning its subject matter. Client acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not in this Agreement. Polar Systems will have no obligation to provide any services, software, networking, or hardware except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect. If there is a conflict between the terms of this Agreement and the terms of a Schedule, the terms of this Agreement shall control unless the Schedule expressly identifies the term(s) of this Agreement being varied.

(g) **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oregon, without regard to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply this Agreement. The parties submit to the jurisdiction of the state and federal courts sitting in Clackamas County, Oregon, and agree that such courts shall have sole and exclusive jurisdiction over any and all disputes and causes of action involving such parties that arise out of or in connection with this Agreement. In any action brought by a party related to this Agreement, in addition to any other rights and remedies it may have, the prevailing party shall be entitled to collect from the other party its reasonable litigation costs and attorney's fees and expenses.

(h) **Force Majeure.** Except for Client's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by an event outside the reasonable control of such party, including without limitation war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, failure of third-party systems, failure by Customer to perform its obligations under this Agreement (including without limitation failure by Client to provide full and appropriate access to covered equipment), act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, hurricane, earthquake, pandemic, epidemic, flood or other act of God.

(i) **Third-party Beneficiaries.** There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Polar Systems and Client.

(j) **Severability.** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(k) **Headings and Counterparts.** Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(l) **Electronic Signatures.** The parties agree that this Agreement and all Schedules may be submitted and signed electronically by digital signatures or other electronic manifestation of acceptance. Such signatures will be fully binding on the parties, in the same manner as if physically signed and submitted by a party. Each party waives any objection that its digital signatures and acceptances are not valid.



STANDARD LABOR RATES

Description	Price
Service Desk Technician (General Services)	\$ 185.00
Network Engineer (General Services)	\$ 210.00
Network Engineer – Advanced Services (Security, Storage, Virtualization)	\$ 250.00
Project Management	\$200.00
vCIO Services	\$250.00
Onsite Travel Charge (round trip within 25 miles radius)	\$ 75.00
Onsite Travel Charge (outside of 25 miles radius) portal to portal per hour	\$ 100.00
Remote support billable in 15 minute increments or on a per incident basis. A 2-hour minimum applies to all on-site service	
PC Deployment – Fixed Fee	\$450.00
Business Hours Standard Hours.....M-F (excluding holidays) 8:00AM-5:00PM After Hours.....M-F, 5:00PM-8:00AM, Saturdays and Sundays, holidays After Hours service rates are 1.5 times the applicable rates, portal-to-portal	
Retainer Service Agreements: Entry Prepaid Labor with 2% discount, 1-hour phone response time, Priority Onsite service scheduling Basic Prepaid Labor with 5% discount, 1-hour phone response time, Priority Onsite service scheduling Advantage Prepaid Labor with 10% discount, 1-hour phone response time, Priority Onsite service scheduling Elite Prepaid Labor with 15% discount, 1-hour phone response time, Priority Onsite service scheduling	 \$ 2,500.00 \$ 5,000.00 \$ 10,000.00 \$ 20,000.00
Non-PolarStar 24x7 Support Access/Emergency Response Access to Network Engineering support after standard hours and emergency response during standard business hours, one number access via 24x7 answering service \$250/month. This requires a yearly contract which provides a telephone response within 1 hour, and escalation to Polar Systems management if a call is not returned. 2 hour minimum billable at the prevailing rate beginning at the time of return call from engineer.	



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jorge Tro, Police Chief
Agenda Item: Consider Ordinance No. 1624: An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services. (*Second Reading*)

Summary

The City of Canby Police Department desires to purchase replacement Axon tasers, equipment, and software for all officers.

Background

The Canby Police Department has been using Tasers for about 15 years. Currently we have 6 different smaller contracts for Tasers with Axon Enterprises. This new contract combines our existing contracts and upgrades all our officers to the newest Taser 10 model. This new model integrates with Axon's officer-worn body cameras and activates the cameras when deployed.

Discussion

Tasers give patrol officers a less lethal force option. The new Taser 10 is more advanced than the existing Tasers our officers are currently using. Taser 10's have a longer range, better accuracy and more capacity for safer outcomes when dealing with combative subjects.

Attachments

Ordinance No. 1624

Exhibit A - Axon Enterprises 5-year contract quote for the purchase of thirty (30) Axon Taser 10's.

Fiscal Impact

Total cost over five years is \$140,965.04. The first-year cost of \$26,025.97 is budgeted in the 24/25 budget. Years 2-5 will cost between \$27,000 and \$30,500 per year. Once the contract is executed, it will take approximately 8 months to receive the Tasers due to back log. First payment is not due until we receive the Tasers.

Options

Adopt the ordinance to approve the contract to purchase and implement new Tasers for every patrol officer.

Do not adopt the ordinance and continue our existing contracts and use the older generation Tasers for patrol use.

Recommendation

Staff recommends adoption of Ordinance No. 1624

Proposed Motion

"I move to adopt Ordinance No. 1624: An Ordinance Authorizing the City Administrator to Enter into a Contract with Axon Enterprises in the Amount of \$140,965.04 for the Purchase of Tasers, Equipment, Software, and Services."

ORDINANCE NO. 1624

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH AXON ENTERPRISES IN THE AMOUNT OF \$140,965.04 FOR THE PURCHASE OF TASERS, EQUIPMENT, SOFTWARE, AND SERVICES

WHEREAS, the City of Canby would like to purchase and implement new Taser 10s for all of its officers;

WHEREAS, the City of Canby believes that the implementation of the new Taser 10s will provide safer outcomes when dealing with combative subjects and protect the citizens of Canby as well as the patrol officers in their duties;

WHEREAS, the League of Oregon Cities has awarded a contract to Axon Enterprises through the State of Oregon public procurement process;

WHEREAS, the City of Canby wishes to piggyback on that public procurement process; and

WHEREAS, the City of Canby Police Department has researched and evaluated the new Taser 10 model and have concluded the new model is superior and best suits the needs of our officers.

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into a Contract with Axon Enterprises to purchase Tasers, equipment, software and other services for a five-year period. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be July 19, 2024.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, June 5, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, June 19, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June, 2024, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

EXHIBIT A



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-562874-45440.693KH

Issued: 05/28/2024

Quote Expiration: 05/15/2024

Estimated Contract Start Date: 08/15/2024

Account Number: 110469

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Canby Police Dept. - OR 1175 NW 3rd Ave Canby, OR 97013-3436 USA	Canby Police Dept. - OR 1175 NW 3rd Ave Canby OR 97013-3436 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Doug Kitzmiller Phone: (503) 266-1104 Email: kitzmillerd@canbypolice.com Fax: (503) 266-9316

Quote Summary

Program Length	62 Months
TOTAL COST	\$140,965.04
ESTIMATED TOTAL W/ TAX	\$140,965.04

Discount Summary

Average Savings Per Year	\$7,480.00
TOTAL SAVINGS	\$38,646.66

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$26,025.97	\$0.00	\$26,025.97
Sep 2025	\$27,067.01	\$0.00	\$27,067.01
Sep 2026	\$28,149.69	\$0.00	\$28,149.69
Sep 2027	\$29,275.67	\$0.00	\$29,275.67
Sep 2028	\$30,446.70	\$0.00	\$30,446.70
Total	\$140,965.04	\$0.00	\$140,965.04

Quote Unbundled Price:	\$179,611.70
Quote List Price:	\$149,155.70
Quote Subtotal:	\$140,965.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$937.61)	(\$937.61)	\$0.00	(\$937.61)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$6,038.65	\$6,038.65	\$0.00	\$6,038.65
C00010	BUNDLE - TASER 10 CERTIFICATION	30	60	\$98.16	\$81.24	\$75.48	\$135,864.00	\$0.00	\$135,864.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	16	2		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	2		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	2		\$6.95	\$0.00	\$0.00	\$0.00	\$0.00
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	2		\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$140,965.04	\$0.00	\$140,965.04

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	2	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	600	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	90	1	09/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	09/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	16	08/15/2024	10/14/2024
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	30	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	30	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2024	10/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	08/15/2024	10/14/2024
A la Carte	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	08/15/2024	10/14/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	08/15/2024	10/14/2024
A la Carte	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	08/15/2024	10/14/2024
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	30	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/15/2025	10/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1175 NW 3rd Ave	Canby	OR	97013-3436	USA
2	1175 NW 3rd Ave	Canby	OR	97013-3436	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$1,114.90	\$0.00	\$1,114.90
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$173.11)	\$0.00	(\$173.11)
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 1	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$25,084.18	\$0.00	\$25,084.18
Total				\$26,025.97	\$0.00	\$26,025.97

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$1,159.49	\$0.00	\$1,159.49
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$180.03)	\$0.00	(\$180.03)
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 2	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 2	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 2	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$26,087.55	\$0.00	\$26,087.55
Total				\$27,067.01	\$0.00	\$27,067.01

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$1,205.87	\$0.00	\$1,205.87
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$187.23)	\$0.00	(\$187.23)
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 3	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 3	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$27,131.05	\$0.00	\$27,131.05
Total				\$28,149.69	\$0.00	\$28,149.69

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$1,254.11	\$0.00	\$1,254.11
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$194.72)	\$0.00	(\$194.72)
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 4	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 4	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$28,216.28	\$0.00	\$28,216.28
Total				\$29,275.67	\$0.00	\$29,275.67

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$1,304.27	\$0.00	\$1,304.27
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$202.51)	\$0.00	(\$202.51)
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 5	20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	5	\$0.00	\$0.00	\$0.00
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	16	\$0.00	\$0.00	\$0.00
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	12	\$0.00	\$0.00	\$0.00
Year 5	80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	10	\$0.00	\$0.00	\$0.00
Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	\$0.00	\$0.00	\$0.00
Year 5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	\$0.00	\$0.00	\$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$29,344.94	\$0.00	\$29,344.94
Total				\$30,446.70	\$0.00	\$30,446.70

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-326887, Q-308523, Q-288695, Q-438010, Q-312189, Q-236126

Agency is terminating those contracts effective 08/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$5,101.03 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:Q-308523

INUS232477 \$2,940.00

INUS218840 \$5,151.20

Signature

Date Signed

5/28/2024





CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Kevin Aguilar, HR Director
Agenda Item: Consider Ordinance 1625: An Ordinance Authorizing the City Administrator to Expend Payment to CityCounty Insurance Services (Cis) in an amount not to exceed \$500,000 for Liability Insurance Coverage for Fiscal Year 2024-2025. (*First Reading*)

Summary

CIS provides the City with liability insurance coverage every fiscal year. This protects the City by covering our properties, liabilities, and activities there is an accident or claim.

Attachments

None

Fiscal Impact

Not to exceed \$500,000. This number is an estimate based on increasing the liability portion by 7.4% and the property by 16.5%.

Options

Approve and the City maintains coverage for fiscal year 2024-2025.

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

Recommendation

Approve the Ordinance as presented

Proposed Motion

"I move to adopt Ordinance No. 1625, An Ordinance authorizing the City Administrator to expend payment to CityCounty Insurance Services (CIS) in an amount not to exceed \$500,000 for liability insurance coverage for fiscal year 2024-2025."

ORDINANCE NO. 1625

AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO EXPEND PAYMENT TO CITYCOUNTY INSURANCE SERVICES (CIS) IN AN AMOUNT NOT TO EXCEED \$500,000 FOR LIABILITY INSURANCE COVERAGE FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City of Canby wishes to continue to be covered by CIS for fiscal year 2024-2025; and

WHEREAS, the cost of liability insurance coverage with CIS should not exceed \$500,000.

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

1. The Canby City Council authorizes the City Administrator to expend payment not to exceed \$500,000 to CIS for liability insurance coverage.
2. In so far as liability insurance coverage is necessary to protect city property and activities that provide for the safety and welfare of the citizens of the City of Canby, an emergency is hereby declared to exist to maintain the City of Canby's property and activities of employees providing essential services.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 19, 2024, 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, July 17, 2024, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on July 17, 2024 by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Kevin Aguilar, HR Director
Agenda Item: Consider Ordinance 1626: An Ordinance Authorizing the City Administrator to Expend Payment to SAIF Corporation in the amount of \$114,493.71 for Workers Comp Coverage for Fiscal Year 2024-2025. (*First Reading*)

Summary

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

Attachments

None

Fiscal Impact

\$114,493.71

Options

Approve and the City maintains coverage for fiscal year 2024-2025.

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

Recommendation

Approve the ordinance as presented

Proposed Motion

"I move to adopt Ordinance No. 1626, An Ordinance authorizing the City Administrator to Expend Payment to SAIF Corporation in the amount of \$114,493.71 for Worker's Comp coverage for Fiscal Year 2024-2025."

ORDINANCE NO. 1626

AN ORDINANCE AUTHORIZING THE CANBY CITY ADMINISTRATOR TO EXPEND PAYMENT TO SAIF CORPORATION IN THE AMOUNT NOT TO EXCEED \$114,493.71 FOR WORKERS COMP COVERAGE FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City of Canby wishes to continue to be covered by SAIF for fiscal year 2024-2025; and

WHEREAS, the estimated cost of worker's comp coverage with SAIF is \$114,493.71.

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

1. The Canby City Council authorizes the City Administrator to expend payment not to exceed \$114,493.71 to SAIF Corporation for worker's comp insurance coverage.
2. In so far as worker's comp coverage is necessary to protect the employees that provide for the safety and welfare of the citizens of the City of Canby, an emergency is hereby declared to exist to maintain the City of Canby's workforce of employees providing essential services.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 19, 2024, 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, July 17, 2024, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on July 17, 2024 by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Don Hardy, Planning Director and Emma Porricolo, Associate Planner
Agenda Item: Consider Resolution 1407: A Resolution Authorizing the Extension of Municipal Sewer Service to 267 S Walnut St. Located Outside City Limits

Summary

Dragonberry Produce, the owners of a residence located at 267 S Walnut St., have requested that their property be permitted to connect to the City's Municipal Sanitary sewer system. The subject property has a failing sewer. Because the property is within 300 feet of an existing sewer main, the City must consider allowing the property to connect to the sanitary sewer system. The property is located outside city limits and within the Canby urban growth boundary, and is surrounded by properties within city limits. Pursuant to CMC 13.04.010 and the Urban Growth Management Agreement with Clackamas County, the extension of sewer outside city limits is permissible under certain conditions.

Background

Canby Municipal Code (CMC) Chapter 13.04.010 designates that the City may provide sewer disposal service to areas adjacent to the city limits as may be feasible, and the operating guidelines adopted by the City Council on October 8, 2001 establish parameters for the provision of such services (see attached). Two conditions identified in the 2001 guidelines are specifically present in this request: The potential threat of health or environmental hazards which can be mitigated by the requested connection, and a promise by the property owner to pursue annexation in the future. Therefore, the property owners have agreed to annex into the City within 2 years.

Pursuant to the Urban Growth Management Agreement entered into by the City and Clackamas County, "The City shall not extend sewer or water to any unincorporated areas within the UGMB without annexation to the City, or unless mutually agreed to otherwise by the City and County." As such, the property owners will also be required to seek the approval of the County for the connection to proceed.

The property owners understand and agree that they will be required to pay all City Municipal Sanitary Sewer connection fees and monthly service fees associated with a new residential sewer service and that the specific location of the connection to the City sewer system is subject to approval by the Public Works Department.

Discussion

Whether or not to authorize the extension of municipal sewer service to 267 S Walnut St. based on the report of a failed septic system at this address and a finding that a potential health or environmental hazard exists that could be mitigated by the connection of the property, and the agreement of the affected property owner or successor property owners to pursue annexation of the property into the City limits of the City of Canby within two years.

Attachments

- Resolution No. 1407
- Letter of Request from Property Representative
- Location Map
- City Council Direction on Sewer and Water Hookups (2001)

Fiscal Impact

None. New connections to the sewer system are required to pay System Development Charges and applicable permit fees.

Options

Approve the resolution

Modify the stipulations of allowing sewer connection

Deny the request

Recommendation

Adopt Resolution 1407 to allow the tax lot located at 267 S Walnut Street to connect to the City sewer, with the stipulation that the property is annexed within two years.

Proposed Motion

"I move to adopt Resolution 1407, A Resolution Authorizing the Extension of Municipal Sewer Service to 267 S Walnut Street – Tax lot 31E34 01900 – located outside the City of Canby Limit, pursuant to the Urban Growth Management Agreement Between Clackamas County and the City of Canby."

RESOLUTION NO. 1407

A RESOLUTION AUTHORIZING THE EXTENSION OF MUNICIPAL SEWER SERVICE TO 267 S WALNUT ST. – TAX LOT 31E34 01900 – LOCATED OUTSIDE OF THE CANBY CITY LIMITS, PURSUANT TO THE URBAN GROWTH MANAGEMENT AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY.

WHEREAS, a residence owned by Dragonberry Produce is located at 267 S Walnut Street, Tax lot 31E34 01900;

WHEREAS, the residence is located in unincorporated Clackamas County, Oregon, but is located immediately adjacent to Canby city limits and is within the Urban Growth Boundary of the City of Canby;

WHEREAS, Dragonberry Produce has indicated the current septic system a 267 S Walnut Street is no longer viable for usage because the system's capacity has been reached and drainage is not keeping up;

WHEREAS, because the property is within 300 feet of a City of Canby sewer line, they must pursue a connection to the sewer line rather than pursue the installation of a new septic system;

WHEREAS, Dragonberry Produce understand and agree that the condition of approval of the sewer disposal service connection to the City of Canby is annexation of the subject property to the City of Canby;

WHEREAS, the Dragonberry Produce agree to annex the subject property into the city limits of the City of Canby within two (2) years;

WHEREAS, should the property be marketed for sale any time prior to the annexation, the property owner must disclose to all potential buyers the require to annex the property as provided herein;

WHEREAS, the Urban Growth Management Agreement states "The City shall not extend sewer or water to any unincorporated areas within the UGMB without annexation to the City, or unless mutually agreed to otherwise by the City and County"; and

WHEREAS, Dragonberry Produce acknowledges that City approval for the connection of the property to City of Canby Municipal Sanitary Sewer System is conditions upon the property owner also acquiring Clackamas County approval.

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

1. Subject to Clackamas County concurrence, the residence located at 267 S Walnut Street, Tax lot 31E34 01900 is permitted to connect to the City of Canby sanitary sewer system.

2. Location of the connection to the City sewer shall be approved by the Public Works Department.

ADOPTED this 19th day of June, 2024, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

James Nguyen

Vice President

Dragonberry Produce Inc.

386 South Sequoia Parkway


Canby Oregon 97013

To: City of Canby City Council

Property of concern located at 267 Walnut Street Canby Oregon 97013.

1. The current septic state of the stated property is no longer viable for usage as capacity has been reached and current drainage is not keeping up.
2. We have every intention to also annex into the City of Canby as requirement of this proposal.

Signed By James Nguyen current representative of 267 Walnut Canby Oregon 97013

X  Date: 06/11/2024



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

SEWER AVAILABILITY WORK SHEET

DATE: 06/10/2024 PERMIT/SERVICE NO.: _____

SECTION 1

APPLICANT INFORMATION

1. Property Address: 267 Walnut street
City, Zip: Canby Oregon 97013
Township: _____ Range: _____ Section: _____ Tax Lot #: _____
2. Name of Applicant: James Nguyen Telephone #: 503-936-2312
Mailing Address: 386 South Sequoia Parkway
City, Zip: Canby Oregon 97013
3. Describe type of facility the on-site sewage system will serve (business, residence or other):
☒ Single Family Residence ☐ Business ☐ Other: _____
4. Type of on-site sewage system permit application being proposed for this property:
☒ New Installation Permit ☐ Repair Permit ☐ Alteration Permit
☐ Non water-carried facility requests (pit privy, vault toilets for campgrounds)

SECTION 2

**TO BE FILLED OUT BY SEWER DISTRICT, CITY ENGINEERING, PUBLIC WORKS
DEPARTMENT OR OTHER SEWER ADMINISTRATIVE BODY**

SANITARY SEWER AVAILABILITY

OAR 340-071-0160(4)(f) requires a permit application for onsite sewage disposal be denied if:
A sewerage system that can serve the proposed sewage flow is both legally and physically available.

* **Physical Availability:** A sewerage system is considered physically available if topographic or man-made features do not make connection physically impractical, and one of the following apply:

- For a single family dwelling or other establishment with a maximum projected daily sewage flow of not more than 899 gallons, the nearest sewerage connection point is within 200 feet;
- For a proposed subdivision or group of two to five single family dwellings, or equivalent projected daily sewage flow, the nearest sewerage connection point from the property to be served is not further than 200 feet multiplied by the number of dwellings or dwelling equivalents;
- For proposed subdivisions or other developments with more than five single family dwellings, or equivalents, the county agent shall make a case-by-case determination of sewerage availability.

* **Legal Availability:** A sewerage system shall be deemed legally available if the system is not under a DEQ connection permit moratorium, *and the sewerage system owner is willing or obligated to provide sewer service.*

Based on the above criteria, is a sewerage system both physically and legally available to serve this property?

Physically available: ☐ YES ☐ NO

Legally available: ☐ YES ☐ NO

Distance from property to nearest accessible service line in feet: _____

Reason sewer is not available (if either "No" is check above): _____

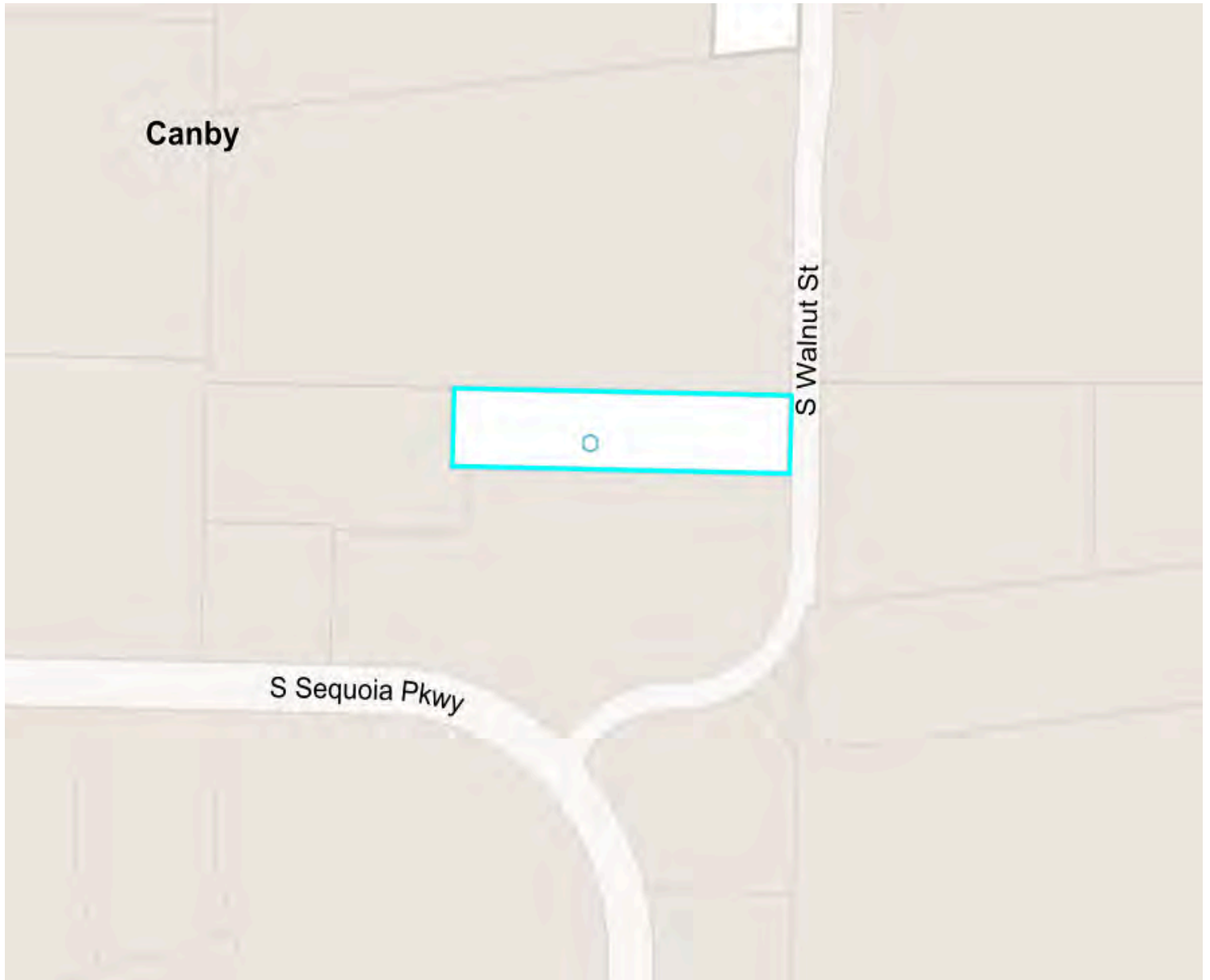
SEWER ADMINISTRATOR SIGNATURE:

Print name: _____

Title: _____ Contact Number: _____

Signature: _____ Date: _____

***Notice:** This sewer availability work sheet is valid for septic permit applications for up to ONE (1) year from the date signed by the sewer administrator.



Objectid: 108141

Primary Address: 267 S Walnut St, Canby, 97013

Jurisdiction: Clackamas County (<http://www.clackamas.us/>)

Map Number: 31E34

Taxlot Number: 31E34 01900

Parcel Number: 00798033

Document Number: 2024-009437

Census Tract: 022901

Landclass: 101

Assessment

Estimated Acres: 1.47

Current Year Assessed Value: \$207,672.00

Market Building Value: \$205,420.00

Market Land Value: \$344,767.00

Market Total Value: \$550,187.00

Sq Ft: 2512

Bedrooms: 6

Baths: 1

Year Built: 1920

Sale Price: \$0.00

Doc Date: 03/15/2024

Doc Type: M

Taxcode: 086043

Schools

Elementary School

Carus Elementary (<https://www.carus.canby.k12.or.us/>)
Canby
14412 S Carus Rd, Oregon City, 97045
503-632-3130

Middle School

Baker Praire Middle (<https://www.baker.canby.k12.or.us/>)
Canby
1859 SE Township Rd, Canby, 97013
503-263-7170

High School

Canby High (<https://www.canbyhs.canby.k12.or.us/en-US>)
Canby
721 SW 4th Ave, Canby, 97013
503-263-7200

Public Safety

Nearest Police Station

Clackamas County Sheriff

Nearest Fire Station

Canby Main Station #62
28655 SE Hwy 212, Boring 97009
Canby Fire Dist #62

Zoning & Development

Designation: EFU
Designation: M1
Urban Growth Boundary: CANBY UGB

Voting

Voting Precincts: 516
State House District: 51
State Senate District: 26
Congressional District: 5

Utilities & Districts

Community Planning Organization

Canby

Sanitary Hauler

Canby Disposal (<https://clackamas.us/recycling/garbage/company.html>)
Rural Fee Zone

Park District

Canby Area Parks and Recreation

School District

Canby (<http://www.canby.k12.or.us>)

Environmental & Hazards

Flood

Likely not in a flood zone.

Wildfire

You may be at low to moderate risk.

Earthquake Hazard

You may be at a lower risk.

Soils

53A - Latourell Loam, 0 To 3 Percent Slopes

Approximate Elevation

165.00 ft

North Folk Dam Failure

Most likely not at risk of flooding due to dam failure

River Mill Dam Failure

Most likely not at risk of flooding due to dam failure

Timothy Dam Failure

Most likely not at risk of flooding due to dam failure

Parks

Nearby

Arneson Garden (<https://www.canbyoregon.gov/publicworks/page/arneson-garden>)

249 S Sequoia Parkway, Canby

0.43 miles

Eco Park

1470 NE Territorial Park, Canby

1.25 miles

Legacy Park (<https://www.canbyoregon.gov/publicworks/page/legacy-park>)

1200 SE 13th Ave, Canby

1.17 miles

Locust Street Park (<https://www.canbyoregon.gov/publicworks/page/locust-street-park>)

305 S Locust St, Canby

1.05 miles

Maple Street Park (<https://www.canbyoregon.gov/publicworks/page/maple-street-park>)

1300 N Maple St, Canby

1.00 miles

Documents

Surveyor Documents

Survey - SN27371 (<https://maps.clackamas.us/survey/PSImages/3S1E/34/PS27371.tif>)

Survey - SN27902 (<https://maps.clackamas.us/survey/PSImages/3S1E/34/PS27902.tif>)

Survey - SN6684 (<https://maps.clackamas.us/survey/PSImages/3S1E/34/PS6684.tif>)

Assessor Documents

Taxmap - 3S1E34 (https://maps.clackamas.us/taxmap/03_3s1e34.pdf)

District Maps

State House District

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M E M O R A N D U M

TO: *Honorable Mayor Prince and City Council*

FROM: *Mark C. Adcock, City Administrator*

DATE: *October 8, 2001*

PREPARED BY: *John Williams, Community Development & Planning Director*

Following is staff's understanding of the Council's direction on future water and sewer extensions proposed for areas beyond City limits:

- New extensions will be reviewed on a case-by-case basis. No hard and fast rules are proposed.
- In general, new water and sewer connections outside City limits will be discouraged. If one or more of the following conditions apply, the application may be viewed more favorably:
 - Health or environmental hazards which can be mitigated by the proposed service;
 - An area of "still water" which can be alleviated by a proposed water service extension;
 - A pending annexation or promise to annex in the future; or
 - An overall infrastructure master plan is in place for the area specifying the planned location for streets and utilities.

This is based on the Council's discussion of October 3. Staff will present future applications in this context. Please contact me if you have any questions.



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Scott Schlag, Finance Director
Agenda: Consider Resolution No. 1408: A Resolution Adopting a Transfer of Library Contingency Funds for the Fiscal Year 2023-2024.

Summary

Consider Adoption of Resolution No. 1408 to transfer appropriated contingency funds.

Background

To maintain compliance with local budget law, a resolution must be adopted to allow the transfer of contingency funds for the increase in expenditure appropriations unforeseen at the time the original budget was adopted.

Library Fund:

Council adopted Resolution No. 1388 authorizing an interfund loan from the Cemetery Perpetual Care Fund to the Library Fund in the amount of \$500,000 and authorizing repayment of the interfund loan in fiscal year 2024. This interfund loan also approved an interest-bearing component to be repaid in fiscal year 2024, however the interest expenditure component was not appropriated in the original adopted budget.

Attachments

Resolution No. 1408

Fiscal Impact

A \$14,000 reduction to the contingency appropriation and subsequent \$14,000 increase in the debt service category.

Options

1. Approve the budget appropriation transfers and allow City operations to continue seamlessly as well as stay in compliance with Oregon Budget Law.
2. Do not approve the budget appropriation transfers resulting in a situation where we would be breaking Oregon budget law and subject to an audit finding.
3. Take no action at this time resulting in a situation where we would be breaking Oregon budget law and subject to an audit finding.

Proposed Motion

"I move to adopt Resolution No. 1408, A Resolution Authorizing the Transfer of Appropriated Funds within the Fiscal Year 2023-2024 Library Fund Budget."

RESOLUTION NO. 1408

A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE FY23-24 LIBRARY FUND BUDGET

WHEREAS, the City adopted a budget and appropriated funds for fiscal year 2023-24 on June 21, 2023 by Resolution 1387;

WHEREAS, certain expenditures are expected to exceed the original adopted budget in the Library Fund, and a budgetary transfer is necessary within these funds to provide adequate appropriation levels to expend the costs;

WHEREAS, ORS 294.450 provides that a city may transfer appropriations within appropriation categories provided the enabling resolution states the need for the transfer, purpose of the expenditure and corresponding amount of appropriation;

WHEREAS, all transfers from contingencies within the fiscal year to date aggregate to not more than fifteen percent (15%) of the fund's total appropriation; and

WHEREAS, the Library Fund contingency account has sufficient funds to appropriate the needed transfers for authority to expend funds.

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

The FY23-24 Library Fund appropriations be adjusted as follows:

SUMMARY OF PROPOSED BUDGET CHANGES

Fund: Library Fund

<u>Category</u>	<u>Increase / (Decrease)</u>
Debt Service	\$ 14,000
Contingency	(14,000)

ADOPTED this 19th day of June, 2024 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Scott Schlag, Finance Director
Agenda: FY 24-25 Budget Adoption Resolutions

Summary

The attached resolutions are required to be adopted before the new fiscal year begins on July 1, 2024.

Background

These resolutions set new fees in place, indicate the City's desire to elect to receive revenue from the state, adopt the FY 24-25 Budget, and authorize the interfund loan between the Cemetery Perpetual Care Fund and the Library Fund.

Discussion

Master Fee Schedule

The annual review of the Master Fee Schedule has been completed by each City department. Staff propose the following changes effective July 1, 2024. Attached to Resolution No. 1409 is "Exhibit A" summarizing the proposed fee changes, "Exhibit B" showing a comparison of current fees versus proposed fees and "Exhibit C" reflects the new schedule effective as noted herein if all changes are adopted.

- Library Fees
 - Overdue Print & Non-Print items – reduce fee to .10 cents per day (\$1.00 maximum per item for all materials, except Library of Things and in-house only).
- Utility Fees
 - Park Maintenance Fee - Monthly
 - Residential and multi-family, per dwelling unit – Increase to \$6.05
 - Reduced rate – Increase to \$3.03
 - Commercial and Industrial, per utility account – Increase to \$6.05
- Parks
 - (New) A fee for Wait Park Banner Installation & Removal introduced. The fee for In City & Out of City is \$176.
- Main Street
 - (New) Removing the Early Bird & Regular registration fee for the Independence Day Car Show and setting a standard \$20.00 registration fee for all car show participants.

- Public Works
 - (New) A fee for the Grant Street Arch Banner Installation & Removal fee is \$220.
- System Development Charges
 - SDC fees have increased due to inflation.
 - Please review “Exhibit A” for actual changes
- Planning
 - Correction of Site and Design Review (Type II and Type III) fees
 - Last year percentage incorrectly shown as “0.002%”
 - Correct amount is “0.2%”

State Shared Revenue

State Revenue Sharing Law, ORS 221.770, requires cities to annually pass an ordinance or resolution requesting state revenue sharing money. The law mandates public hearings be held by the city, both before the budget committee to discuss possible uses of the funds and before the city council on the proposed uses of the funds in relation to the entire budget. Certification of these hearings are required. This has to be done and filed with the Oregon Department of Administrative Services prior to July 31.

FY 24-25 Budget Adoption

Oregon Budget Law requires adoption of an annual budget by June 30 of each year. ORS 294.453 requires the city to hold a public hearing, and ORS 294.458 requires the City to submit tax certification documents to the County Assessor by July 15th.

The City passed a local option levy of \$0.49 per \$1,000 of assessed property value on November 8, 2016, to fund Swim Center operations. The City levies the taxes provided for in the adopted budget at the permanent rate of 3.4886 per \$1,000 of assessed property value. The allocation and categorization are subject to the limits of section 11b, Article X1 of the Oregon Constitution.

On May 16, 2024, May 23, 2024, and again on May 30, 2024, the City of Canby Budget Committee met to deliberate over the FY 24-25 Proposed Budget. Staff reviewed the proposed budget with the Committee and allowed for public comment. The FY 24-25 Proposed Budget was approved by the Committee with the changes that were detailed in the memos provided during and after budget meetings.

Interfund Loan

ORS 294.460 provides that one fund may loan funds to another fund for operational purposes, provided that the loan is approved by resolution of the governing body and that such loan is scheduled to be repaid no later than the subsequent fiscal year. The Library Fund has used the majority of their reserve balances and will not receive the bulk of their annual revenue until January 2025. Oregon Budget Law does not allow a Fund to run a deficit balance, therefore an interfund loan is needed to cover the operations costs until property tax revenue is received from Clackamas County in January 2025. This interfund loan will be repaid in FY 24-25 with interest at the rate earned by the Oregon State Local Investment Pool.

Attachments

Resolution No. 1409
 Resolution No. 1410
 Resolution No. 1411
 Resolution No. 1412

Fiscal Impact

By adopting the Master Fee Schedule update, the City will once again be demonstrating its desire to create a sustainable budget by matching fees with the cost of producing services. The estimated amount of state revenue sharing funds the City anticipates receiving is \$250,000. The Library will be able to maintain operations until they receive the tax revenue from the Clackamas County Library District and the Cemetery Perpetual Care Fund will be made whole with the repayment of the loan and interest. All of this is provided for with the adoption of the FY 24-25 Budget.

Options

1. Approve these resolutions as part of the overall budget adoption process.
2. Do not approve these resolutions.

Proposed Motions

"I move to adopt Resolution No. 1409, A Resolution of the City Council of the City of Canby, Oregon, Setting Fees for Services; and Repealing Resolution 1389."

"I move to adopt Resolution No. 1410, A Resolution Declaring the City's Election to Receive State Revenue Funds for FY2025."

"I move to adopt Resolution No. 1411, A Resolution of the City of Canby Adopting the Annual Budget, Making Appropriations, and Imposing and Categorizing Taxes for the Fiscal Year 2025."

"I move to adopt Resolution No. 1412, A Resolution Authorizing an Interfund Loan from the Cemetery Perpetual Care Fund to the Library Fund in the Amount of \$500,000 and Authorizing Repayment of the Interfund Loan in FY2025."

RESOLUTION NO. 1409

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES; AND REPEALING RESOLUTION NO. 1389

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

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

WHEREAS, the Canby City Council held a public hearing on June 19, 2024 to receive public testimony regarding the proposed fee increases; and

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

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

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

Section 1: City of Canby fees and charges are revised as shown in "Exhibit A" summarizing the proposed fee changes, "Exhibit B" showing a comparison of current fees versus proposed fees and "Exhibit C" reflects the new schedule effective as noted herein if all changes are adopted.

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

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

This resolution shall take effect on July 1, 2024.

ADOPTED this 19th day of June, 2024 by the Canby City Council.

ATTEST:

Brian Hodson
Mayor

Maya Benham, CMC
City Recorder

EXHIBIT "A"

sequence	Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Proposed change
33	Administration	Human Resources Application Fee (Police)	\$20	\$20	\$0	\$0	FY2025 - remove fee
44.5	Canby Area Transit	Missing Transit Tax Form	\$0	\$0	10% of total tax due	10% of total tax due	FY2025 - all new fee
104	Police	Fingerprinting	\$20 plus \$10 each add'l card	\$20 plus \$10 each add'l card	\$25 plus \$10 each add'l card	\$25 plus \$10 each add'l card	FY2025 - fee increase
151	Library	Oregon State Parks Pass	\$5 per day up to replacement cost	\$5 per day up to replacement cost	\$0	\$0	FY2025 - remove fee
155	Library	Overdue Fee "Half Off Fines" Patron pays their fine(s) and we waive a matching amount. Only overdue fines are eligible to be waived.	\$0	\$0	Library waives matching amount paid by patron	Library waives matching amount paid by patron	FY2025 - all new fee
118	Court	Notice of Appeal Fee	\$35	\$35	\$35	\$35	FY2025 - verbiage
120	Court	Court Appointed Attorney Fee	\$200 per Appointment	\$200 per Appointment	\$250 per appointment for new cases & \$150 per appointment on PV cases	\$250 per appointment for new cases & \$150 per appointment on PV cases	FY2025 - revised fee/verbiage
124	Court	Expungement Filing Fee	\$100	\$100	\$0	\$0	FY2025 - remove fee
126	Court	Failure to Appear Suspension Fee	\$0	\$0	\$50	\$50	FY2025 - new
128	Court	Good Driver Class Deferred Sentence Fee	\$50 less than presumptive fine schedule of offense	\$50 less than presumptive fine schedule of offense	\$0	\$0	FY2025 - remove fee
130	Court	Juvenile Good Driver Deferred Sentence Fee	\$396, \$235, \$145, \$105 based on offense class	\$396, \$235, \$145, \$105 based on offense class	\$264, \$159, \$99, \$69 based on offense class	\$264, \$159, \$99, \$69 based on offense class	FY2025 - fee reduction
297	System Development Charges	*Increases based on Canby Finance Manual (2020) guidance, using the ENR Construction Cost Index 20-City Average.	\$0	\$0	2.702% increase to SDC fees	2.702% increase to SDC fees	Revised fee per Planning
300	System Development Charges	Single-Family Residential SDC Per Dwelling Unit	\$3,320	\$3,320	\$3,389	\$3,389	Revised fee per Planning
301	System Development Charges	Multi-Family Residential SDC Per Dwelling Unit	\$2,655	\$2,655	\$2,710	\$2,710	Revised fee per Planning
302	System Development Charges	Commercial/Industrial SDC Based on Wastewater Flow (Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC Amount)	\$3,320	\$3,320	\$3,388	\$3,388	Revised fee per Planning
309	System Development Charges	210 Single Family Dwelling / ELNDT 9.52	\$289	Dwelling unit	\$295	Dwelling unit	Revised fee per Planning
310	System Development Charges	220 Multifamily / ELNDT 6.7	\$203	Dwelling unit	\$207	Dwelling unit	Revised fee per Planning
311	System Development Charges	230 Condo/Townhouse / ELNDT 4.93	\$149	Dwelling unit	\$152	Dwelling unit	Revised fee per Planning
312	System Development Charges	240 Mobile Home Park / ELNDT 3.54	\$107	Dwelling unit	\$110	Dwelling unit	Revised fee per Planning
313	System Development Charges	254 Assisted Living / ELNDT 3.87	\$81	Dwelling unit	\$83	Dwelling unit	Revised fee per Planning
315	System Development Charges	110 General Light Industrial / ELNDT 7.0	\$213	TSFGFA	\$217	TSFGFA	Revised fee per Planning
316	System Development Charges	120 General Heavy Industrial / ELNDT 1.5	\$45	TSFGFA	\$46	TSFGFA	Revised fee per Planning
317	System Development Charges	130 Industrial Park / ELNDT 6.83	\$207	TSFGFA	\$211	TSFGFA	Revised fee per Planning
318	System Development Charges	140 Manufacturing / ELNDT 3.82	\$117	TSFGFA	\$119	TSFGFA	Revised fee per Planning
319	System Development Charges	150 Warehouse / ELNDT 5.0	\$152	TSFGFA	\$155	TSFGFA	Revised fee per Planning
320	System Development Charges	151 Mini-Warehouse / ELNDT 2.5	\$76	TSFGFA	\$78	TSFGFA	Revised fee per Planning
321	System Development Charges	160 Data Center / ELNDT .99	\$31	TSFGFA	\$32	TSFGFA	Revised fee per Planning
322	System Development Charges	310 Hotel / ELNDT 7.67	\$233	Room	\$238	Room	Revised fee per Planning
323	System Development Charges	320 Motel / ELNDT 7.83	\$238	Room	\$243	Room	Revised fee per Planning
324	System Development Charges	430 Golf Course / ELNDT 4.58	\$144	Acre	\$147	Acre	Revised fee per Planning
325	System Development Charges	444 Movie Theater w/ Matinee / ELNDT 16.37	\$497	Screen	\$507	Screen	Revised fee per Planning
326	System Development Charges	492 Health/Fitness Club / ELNDT 2.85	\$87	TSFGFA	\$89	TSFGFA	Revised fee per Planning
327	System Development Charges	520 Elementary School (Public) / ELNDT 0.5	\$14	Student	\$15	Student	Revised fee per Planning
328	System Development Charges	522 Middle/Jr High School / ELNDT 8.68	\$264	Student	\$269	Student	Revised fee per Planning
329	System Development Charges	530 High School / ELNDT 8.12	\$246	Student	\$251	Student	Revised fee per Planning
330	System Development Charges	560 Church / ELNDT 6.8	\$205	TSFGFA	\$210	TSFGFA	Revised fee per Planning
331	System Development Charges	565 Day Care Center/Preschool / ELNDT 1.8	\$55	Student	\$56	Student	Revised fee per Planning
332	System Development Charges	620 Nursing Home / ELNDT 3.87	\$118	Bed	\$121	Bed	Revised fee per Planning
333	System Development Charges	630 Clinic / ELNDT 33.4	\$1,014	TSFGFA	\$1,035	TSFGFA	Revised fee per Planning
334	System Development Charges	710 General Office Building / ELNDT 11.0	\$333	TSFGFA	\$340	TSFGFA	Revised fee per Planning
335	System Development Charges	720 Medical-Dental Office Building / ELNDT 36.1	\$1,095	TSFGFA	\$1,118	TSFGFA	Revised fee per Planning
336	System Development Charges	750 Office Park / ELNDT 9.70	\$294	TSFGFA	\$300	TSFGFA	Revised fee per Planning
337	System Development Charges	770 Business Park / ELNDT 10.57	\$321	TSFGFA	\$328	TSFGFA	Revised fee per Planning
338	System Development Charges	812 Building Materials/Lumber Store / ELNDT 32.17	\$975	TSFGFA	\$996	TSFGFA	Revised fee per Planning
339	System Development Charges	814 Specialty Retail Center / ELNDT 16.4	\$498	TSFGFA	\$508	TSFGFA	Revised fee per Planning

EXHIBIT "A"

sequence	Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Proposed change
340	System Development Charges	815 Free Standing Discount Store / ELNDT 17.10	\$518	TSFGFA	\$529	TSFGFA	Revised fee per Planning
341	System Development Charges	820 Shopping Center / ELNDT 15.9	\$482	TSFGFA	\$492	TSFGFA	Revised fee per Planning
342	System Development Charges	841 Auto Sales / ELNDT 35.75	\$1,084	TSFGFA	\$1,107	TSFGFA	Revised fee per Planning
343	System Development Charges	848 Tire Store / ELNDT 10.74	\$326	TSFGFA	\$333	TSFGFA	Revised fee per Planning
344	System Development Charges	850 Supermarket / ELNDT 54.9	\$1,666	TSFGFA	\$1,700	TSFGFA	Revised fee per Planning
345	System Development Charges	853 Convenience Market / ELNDT 120.9	\$3,667	TSFGFA	\$3,743	TSFGFA	Revised fee per Planning
346	System Development Charges	862 Home Improvement Super Store / ELNDT 7.51	\$228	TSFGFA	\$233	TSFGFA	Revised fee per Planning
347	System Development Charges	880 Pharmacy/Drugstore / ELNDT 38.6	\$1,170	TSFGFA	\$1,194	TSFGFA	Revised fee per Planning
348	System Development Charges	881 Pharm/Drug w/ Drive Through / ELNDT 17.29	\$524	TSFGFA	\$535	TSFGFA	Revised fee per Planning
349	System Development Charges	890 Furniture Store / ELNDT 2.40	\$73	TSFGFA	\$74	TSFGFA	Revised fee per Planning
350	System Development Charges	911 Bank/Savings: Walk-in / ELNDT 69.7	\$2,114	TSFGFA	\$2,158	TSFGFA	Revised fee per Planning
351	System Development Charges	912 Drive in Bank / ELNDT 31.40	\$953	TSFGFA	\$973	TSFGFA	Revised fee per Planning
352	System Development Charges	925 Drinking Place / ELNDT 4.42	\$134	TSFGFA	\$136	TSFGFA	Revised fee per Planning
353	System Development Charges	931 Quality Restaurant / ELNDT 25.7	\$780	TSFGFA	\$796	TSFGFA	Revised fee per Planning
354	System Development Charges	932 High Turnover Sit Down Restaurant / ELNDT 36.23	\$1,100	TSFGFA	\$1,122	TSFGFA	Revised fee per Planning
355	System Development Charges	934 Fast Food Restaurant / ELNDT 106.7	\$3,237	TSFGFA	\$3,304	TSFGFA	Revised fee per Planning
356	System Development Charges	938 Coffee/Donut Drive Through / ELNDT 243.0	\$7,370	TSFGFA	\$7,523	TSFGFA	Revised fee per Planning
357	System Development Charges	942 Automobile Care Center / ELNDT 14.8	\$449	TSFGFA	\$458	TSFGFA	Revised fee per Planning
358	System Development Charges	943 Auto Parts (i.e. Autozone) / ELNDT 1.52	\$47	TSFGFA	\$48	TSFGFA	Revised fee per Planning
359	System Development Charges	944 Gasoline/Service Station / ELNDT 30.4	\$862	VFP	\$880	VFP	Revised fee per Planning
360	System Development Charges	945 Gas/Service Station w/ Market / ELNDT 17.9	\$543	VFP	\$554	VFP	Revised fee per Planning
361	System Development Charges	946 Gas/Service Station w/ Car Wash / ELNDT 17.9	\$543	VFP	\$544	VFP	Revised fee per Planning
368	System Development Charges	Single-Family per unit	\$4,013	Dwelling unit	\$4,096	Dwelling unit	Revised fee per Planning
369	System Development Charges	Multi-Family per unit	\$2,810	Dwelling unit	\$2,868	Dwelling unit	Revised fee per Planning
370	System Development Charges	230 Condo/Townhouse	\$2,209	Dwelling unit	\$2,255	Dwelling unit	Revised fee per Planning
371	System Development Charges	240 Mobile Home Park	\$2,119	Dwelling unit	\$2,163	Dwelling unit	Revised fee per Planning
372	System Development Charges	254 Assisted Living	\$1,112	Dwelling unit	\$1,135	Dwelling unit	Revised fee per Planning
374	System Development Charges	110 General Light Industrial	\$2,928	TSFGFA	\$2,988	TSFGFA	Revised fee per Planning
375	System Development Charges	120 General Heavy Industrial	\$629	TSFGFA	\$642	TSFGFA	Revised fee per Planning
376	System Development Charges	130 Industrial Park	\$2,326	TSFGFA	\$2,374	TSFGFA	Revised fee per Planning
377	System Development Charges	140 Manufacturing	\$1,316	TSFGFA	\$1,343	TSFGFA	Revised fee per Planning
378	System Development Charges	150 Warehouse	\$2,085	TSFGFA	\$2,128	TSFGFA	Revised fee per Planning
379	System Development Charges	151 Mini-Warehouse	\$1,048	TSFGFA	\$1,070	TSFGFA	Revised fee per Planning
380	System Development Charges	160 Data Center	\$439	TSFGFA	\$448	TSFGFA	Revised fee per Planning
381	System Development Charges	310 Hotel	\$3,411	Room	\$3,482	Room	Revised fee per Planning
382	System Development Charges	320 Motel	\$2,455	Room	\$2,506	Room	Revised fee per Planning
383	System Development Charges	430 Golf Course	\$3,546	Acre	\$3,619	Acre	Revised fee per Planning
384	System Development Charges	444 Movie Theater w/ Matinee	\$97,441	Screen	\$99,460	Screen	Revised fee per Planning
385	System Development Charges	492 Health/Fitness Clum	\$9,741	TSFGFA	\$9,943	TSFGFA	Revised fee per Planning
386	System Development Charges	520 Elementary School (Public)	\$216	Student	\$221	Student	Revised fee per Planning
387	System Development Charges	522 Middle/Jr High School	\$651	Student	\$664	Student	Revised fee per Planning
388	System Development Charges	530 High School	\$610	Student	\$623	Student	Revised fee per Planning
389	System Development Charges	560 Church	\$2,864	TSFGFA	\$2,925	TSFGFA	Revised fee per Planning
390	System Development Charges	565 Day Care Center/Preschool	\$751	Student	\$767	Student	Revised fee per Planning
391	System Development Charges	620 Nursing Home	\$2,188	Bed	\$2,234	Bed	Revised fee per Planning
392	System Development Charges	630 Clinic	\$13,979	TSFGFA	\$14,268	TSFGFA	Revised fee per Planning
393	System Development Charges	710 General Office Building	\$4,617	TSFGFA	\$4,713	TSFGFA	Revised fee per Planning
394	System Development Charges	720 Medical-Dental Office Building	\$15,150	TSFGFA	\$15,464	TSFGFA	Revised fee per Planning
395	System Development Charges	750 Office Park	\$3,695	TSFGFA	\$3,772	TSFGFA	Revised fee per Planning
396	System Development Charges	770 Business Park	\$4,108	TSFGFA	\$4,193	TSFGFA	Revised fee per Planning
397	System Development Charges	812 Building Materials/Lumber Store	\$14,051	TSFGFA	\$14,343	TSFGFA	Revised fee per Planning
398	System Development Charges	814 Specialty Retail Center	\$6,869	TSFGFA	\$7,011	TSFGFA	Revised fee per Planning
399	System Development Charges	815 Free Standing Discount Store	\$3,098	TSFGFA	\$3,162	TSFGFA	Revised fee per Planning
400	System Development Charges	820 Shopping Center	\$6,654	TSFGFA	\$6,792	TSFGFA	Revised fee per Planning
401	System Development Charges	841 Auto Sales	\$14,620	TSFGFA	\$14,923	TSFGFA	Revised fee per Planning
402	System Development Charges	848 Tire Store	\$4,073	TSFGFA	\$4,157	TSFGFA	Revised fee per Planning
403	System Development Charges	850 Supermarket	\$23,048	TSFGFA	\$23,525	TSFGFA	Revised fee per Planning
404	System Development Charges	853 Convenience Market	\$50,685	TSFGFA	\$51,735	TSFGFA	Revised fee per Planning
405	System Development Charges	862 Home Improvement Super Store	\$2,692	TSFGFA	\$2,748	TSFGFA	Revised fee per Planning
406	System Development Charges	880 Pharmacy/Drugstore	\$16,178	TSFGFA	\$16,513	TSFGFA	Revised fee per Planning
407	System Development Charges	881 Pharm/Drug w/ Drive Through	\$5,101	TSFGFA	\$5,206	TSFGFA	Revised fee per Planning
408	System Development Charges	890 Furniture Store	\$222	TSFGFA	\$227	TSFGFA	Revised fee per Planning
409	System Development Charges	911 Bank/Savings: Walk-in	\$29,211	TSFGFA	\$29,816	TSFGFA	Revised fee per Planning
410	System Development Charges	912 Drive in Bank	\$2,188	TSFGFA	\$2,234	TSFGFA	Revised fee per Planning

EXHIBIT "A"

[illegible]

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
General								
	Staff Rate for all Departments	Twice the hourly rate for Step 1 of the position/per hour		Twice the hourly rate for Step 1 of the position/per hour		Res 1389	7/1/2023	7/1/2018
General	Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided	25¢ per sheet		25¢ per sheet		Res 1389	7/1/2023	6/1/2010
General	Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided	75¢ per sheet		75¢ per sheet		Res 1389	7/1/2023	6/1/2010
General	Photocopies or Printouts-Black and White, size 11x17, single sided only	\$1.00 per sheet		\$1.00 per sheet		Res 1389	7/1/2023	6/1/2010
General	Photocopies or Printouts-Color, size 11x17, single sided only	\$1.25 per sheet		\$1.25 per sheet		Res 1389	7/1/2023	6/1/2010
General	Plotter prints (8 1/2 x 11)	\$2		\$2		Res 1389	7/1/2023	6/1/2010
General	Plotter prints (11 x 17)	\$4		\$4		Res 1389	7/1/2023	6/1/2010
General	Plotter prints (17 x 22)	\$6		\$6		Res 1389	7/1/2023	6/1/2010
General	Plotter prints (24 x 36)	\$8		\$8		Res 1389	7/1/2023	6/1/2010
General	Plotter prints (36 x 48)	\$10		\$10		Res 1389	7/1/2023	6/1/2010
General	Records on CD/DVD/USB	\$10 plus staff time costs		\$10 plus staff time costs		Res 1389	7/1/2023	6/1/2010
	Public Records	Staff rate plus materials costs (first 30 minutes no charge)		Staff rate plus materials costs (first 30 minutes no charge)		Res 1389	7/1/2023	7/1/2018
General	Public Records-Faxing	50¢ per page sent		50¢ per page sent		Res 1389	7/1/2023	6/1/2010
	Public Records-Mailing costs	Actual costs + \$1.00 handling fee		Actual costs + \$1.00 handling fee		Res 1389	7/1/2023	6/1/2010
General	Returned check fee	\$25		\$25		Res 1389	7/1/2023	6/1/2010
General	Returned electronic payment fee	\$15		\$15		Res 1389	7/1/2023	7/1/2021
General	Lien Search fee	\$30		\$30		Res 1389	7/1/2023	7/1/2018
General	License/Permit/Certificate replacement fee	\$10		\$10		Res 1389	7/1/2023	7/1/2012
General								
Administration								
Administration	Business License-In Canby Annual	\$50		\$50		Res 1389	7/1/2023	7/1/1994
Administration	Business License-Past Due Fee	\$10/mo up to \$50		\$10/mo up to \$50		Res 1389	7/1/2023	9/1/1991
Administration	Business License-Transfer or Assign	\$50		\$50		Res 1389	7/1/2023	6/1/2010
Administration	Operating a Business without a License Penalty	\$100		\$100		Res 1389	7/1/2023	7/1/2014
Administration	Liquor License Application New	\$100		\$100		Res 1389	7/1/2023	2/2/1994
Administration	Liquor License Change of Ownership, Location, or Privilege	\$75		\$75		Res 1389	7/1/2023	2/2/1994
Administration	Small Animal Permit	\$10		\$10		Res 1389	7/1/2023	6/1/2010
Administration	Sidewalk Vending Permit	\$25		\$25		Res 1389	7/1/2023	7/1/2019
Administration	Noise Variance fee	\$75		\$75		Res 1389	7/1/2023	7/1/2013
Administration	REMOVE Human Resources Application Fee (Police)	\$20		\$0			7/1/2024	7/1/2023
	Franchise Application and Review Fee-Telecommunications							
		Actual expenses (requires \$2000 deposit)		Actual expenses (requires \$2000 deposit)		Res 1389	7/1/2023	7/1/2013
Administration	Registration Application Fee-Telecommunications Providers	\$100		\$100		Res 1389	7/1/2023	11/20/2013
Administration	Annual Registration Fee-Telecommunications Providers	4% of gross revenues		4% of gross revenues		Res 1389	7/1/2023	11/20/2013
	Right-of-Way Use Fee-Telecommunications Providers	\$2 per linear foot occupied (if no revenues earned in City)		\$2 per linear foot occupied (if no revenues earned in City)		Res 1389	7/1/2023	11/20/2013
Administration								
Administration	Franchise Fees-Telecommunications	7% gross revenue		7% gross revenue		Res 1389	7/1/2023	7/1/2021
Administration	Franchise Fees-Cable	5% gross revenue		5% gross revenue		Res 1389	7/1/2023	2/2/2005
Administration	Franchise Fees-Natural Gas	5% gross revenue		5% gross revenue		Res 1389	7/1/2023	6/7/2006
Administration	Franchise Fees-Telephone	7% gross revenue		7% gross revenue		Res 1389	7/1/2023	6/7/2000
Administration	Franchise Fees-Solid Waste	5% gross revenue		5% gross revenue		Res 1389	7/1/2023	7/1/2011
Administration	In-lieu of Franchise Fees-Water/ Electric	5% of commodity sales		5% of commodity sales		Res 1389	7/1/2023	1973
	In-lieu of Franchise Fees-Wastewater/ Stormwater	7% of service charge collected		7% of service charge collected		Res 1389	7/1/2023	7/1/2012
Administration								
Administration	Transient Room Tax	6%		6%		Res 1389	7/1/2023	7/1/2018
Administration	Vertical Housing Tax Credit Application Fee	\$550		\$550		Res 1389	7/1/2023	7/1/2018
Administration	Vertical Housing Tax Credit Annual Monitoring Fee	\$150		\$150		Res 1389	7/1/2023	7/1/2018
Administration								
Main Street								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Main Street	Canby Independence Day Celebration Vendor Fees							
Main Street	Food Vendor Application							
Main Street	Early Bird (Before April 1)	\$125		\$125		Res 1389	7/1/2023	1/20/2016
Main Street	Regular Rate (April 1 - May 1)	\$175		\$175		Res 1389	7/1/2023	1/20/2016
Main Street	Advanced Rate (May 2 - May 31)	\$250		\$250		Res 1389	7/1/2023	1/20/2016
Main Street	Final Rate (June 1 - July 1)	\$500		\$500		Res 1389	7/1/2023	1/20/2016
Main Street	Specific Location	\$50 (extra)		\$50 (extra)		Res 1389	7/1/2023	1/20/2016
Main Street	Electricity	\$25 (per outlet)		\$25 (per outlet)		Res 1389	7/1/2023	1/20/2016
Main Street	Beer/Wine Garden Vendor Application	10% of total sales		10% of total sales		Res 1389	7/1/2023	1/20/2016
Main Street	Local Arts/Crafts Vendor Application							
Main Street	Regular Rate	\$45		\$45		Res 1389	7/1/2023	1/20/2016
Main Street	Advanced Rate (May 2 - May 31)	\$65		\$65		Res 1389	7/1/2023	1/20/2016
Main Street	Specific Location	\$50 (extra)		\$50 (extra)		Res 1389	7/1/2023	1/20/2016
Main Street	Outside City Limits Arts/Crafts							
Main Street	Regular Rate	\$65		\$65		Res 1389	7/1/2023	1/20/2016
Main Street	Advanced Rate (May 2 - May 31)	\$85		\$85		Res 1389	7/1/2023	1/20/2016
Main Street	Specific Location	\$50 (extra)		\$50 (extra)		Res 1389	7/1/2023	1/20/2016
Main Street	Parade Fee (Campaigns/Businesses)	\$25		\$25		Res 1389	7/1/2023	1/20/2016
Main Street	Tie-dyed Shirts	\$5		\$5		Res 1389	7/1/2023	1/20/2016
Main Street	Car Show			\$20		Res 1389	7/1/2023	
Main Street								
Main Street	Canby's Big Weekend Street Dance Vendor Fees							
Main Street	Food Vendor Application	\$50		\$50		Res 1389	7/1/2023	1/20/2016
	Beer/Wine Garden Vendor Application							
		\$250 or 15% of total sales (whichever is greater)		\$250 or 15% of total sales (whichever is greater)		Res 1389	7/1/2023	1/20/2016
Main Street								
Main Street								
Police								
Police								
Police	Alarm User Fees							
Police	Alarm Permit Registration and Annual Renewal	\$25 annually		\$25 annually		Res 1389	7/1/2023	7/1/2018
Police	Registration & Renewal - Senior 65+ and governmental entities	\$10 annually		\$10 annually		Res 1389	7/1/2023	7/1/2018
Police	Appeal Fee	\$25 per request		\$25 per request		Res 1389	7/1/2023	7/1/2018
Police	Late Payment Fee	\$25		\$25		Res 1389	7/1/2023	7/1/2018
Police	Reinstatement Fee for a suspended alarm	\$25		\$25		Res 1389	7/1/2023	7/1/2018
Police	False Alarm					Res 1389	7/1/2023	
Police	First False Alarm	Alarm School or \$50		Alarm School or \$50		Res 1389	7/1/2023	7/1/2018
Police	Second False Alarm	\$75		\$75		Res 1389	7/1/2023	7/1/2018
Police	Third False Alarm	\$100		\$100		Res 1389	7/1/2023	7/1/2018
Police	Fourth or more False Alarms	\$150 each		\$150 each		Res 1389	7/1/2023	7/1/2018
Police	Operating an alarm system that is suspended							
Police	First time	\$200		\$200		Res 1389	7/1/2023	7/1/2018
Police	Second and Subsequent Times	\$300		\$300		Res 1389	7/1/2023	7/1/2018
Police								
Police	Alarm Company Fees							
Police	Failure to report new install	\$50		\$50		Res 1389	7/1/2023	7/1/2018
Police	False Alarm caused by Alarm Company	\$100		\$100		Res 1389	7/1/2023	7/1/2018
Police	Calling on Suspended Alarm Site					Res 1389	7/1/2023	
Police	First time	\$100		\$100		Res 1389	7/1/2023	7/1/2018
Police	Second and Subsequent Times	\$200		\$200		Res 1389	7/1/2023	7/1/2018
Police	Failure to use Enhanced Call Confirmation Procedures	\$100		\$100		Res 1389	7/1/2023	7/1/2018
Police	All late charges	\$25		\$25		Res 1389	7/1/2023	7/1/2018
Police	Suspension Reinstatement Fee and Mailing Costs	\$200 + \$10 per customer if contacted		\$200 + \$10 per customer if contacted		Res 1389	7/1/2023	7/1/2018
Police	Appeal fee per request	\$25 per request		\$25 per request		Res 1389	7/1/2023	7/1/2018
Police	Citation - Copy	\$10		\$10		Res 1389	7/1/2023	7/1/2021
Police	Fingerprinting	\$20 plus \$10 each add'l card		\$25 plus \$10 each add'l card			7/1/2024	7/1/2023
Police	Name Check Response Letter	\$10 for a no record form letter or a list of reports		\$10 for a no record form letter or a list of reports		Res 1389	7/1/2023	7/1/2021
Police	Photos/Videos	\$25		\$25		Res 1389	7/1/2023	7/1/2021
Police	Police Report - Copy	\$10 DMV accident Report \$15 Police Reports (plus 25¢ per pg. after 10 pages)		\$10 DMV accident Report \$15 Police Reports (plus 25¢ per pg. after 10 pages)		Res 1389	7/1/2023	7/1/2015

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
	Public Records - Admin Research					Res 1389	7/1/2023	7/1/2018
Police	Staff rate + materials cost			Staff rate + materials cost				
Police	Radar Certification	\$10		\$10		Res 1389	7/1/2023	7/1/2021
Police	Secondhand Dealer Application Fee	\$50		\$50		Res 1389	7/1/2023	11/6/2013
Police	Secondhand Dealer Annual Permit Fee	\$100		\$100		Res 1389	7/1/2023	11/6/2013
Police	Special Event Security	Staff rate		Staff rate		Res 1389	7/1/2023	7/1/2018
Police	Temporary/Special Event Liquor License	\$35		\$35		Res 1389	7/1/2023	7/1/2013
Police	Vehicle Release	\$150		\$150		Res 1389	7/1/2023	7/1/2021
Police	Impounded Animal Redemption Fee	\$50 plus cost of boarding		\$50 plus cost of boarding		Res 1389	7/1/2023	7/1/2019
Police								
Court								
Court	Notice of Appeal Fee	\$35		\$35			7/1/2024	10/30/2003
Court	Civil Compromise Fee	\$150		\$150		Res 1389	7/1/2023	3/29/2012
	Court Appointed Attorney Fee							
		\$200 per Appointment		\$250 per appointment for new cases & \$150 per appointment on PV cases			7/1/2024	7/1/2023
Court								
	Collections Referral Fee	25% of outstanding balance (by statute), not to exceed \$250		25% of outstanding balance (by statute), not to exceed \$250		Res 1389	7/1/2023	3/29/2012
Court								
	Discovery Request Fee					Res 1389		
		\$15 (reports, documents); \$25 CD/DVD; \$10 citations		\$15 (reports, documents); \$25 CD/DVD; \$10 citations			7/1/2023	7/1/2021
Court								
	DUII Diversion Filing Fee	\$200		\$200		Res 1389	7/1/2023	4/1/2017
Court								
	* REMOVE* Expungement Filing Fee	\$100		\$0			7/1/2024	7/1/2018
Court								
	Failure to Appear at Trial Fee	\$100		\$100		Res 1389	7/1/2023	4/1/2017
Court								
	Failure to Appear Suspension Fee	\$0		\$50			7/1/2024	7/1/2015
Court								
	Fix It Dismissal Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2018
	Good Driver Class Deferred Sentence Fee							
		\$50 less than presumptive fine schedule of offense		0			7/1/2024	7/1/2022
Court								
	Guilty by Default Letter Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2018
Court								
	Juvenile Good Driver Deferred Sentence Fee	\$396, \$235, \$145, \$105 based on offense class		\$264, \$159, \$99, \$69 based on offense class			7/1/2024	7/1/2022
Court								
	Late Payment Letter Fee	\$25		\$25		Res 1389	7/1/2023	7/1/2018
Court								
	Minor in Possession Deferred Sentence Fee	\$150		\$150		Res 1389	7/1/2023	3/29/2012
Court								
	Misdemeanor Deferred Sentence Fee	\$300		\$300		Res 1389	7/1/2023	7/1/2021
Court								
	Motion to Reopen Case Fee	\$35		\$35		Res 1389	7/1/2023	7/1/2018
	Parking Ticket Late Fee	City fine doubles after 14 days (fine ranges \$15 to \$25)		City fine doubles after 14 days (fine ranges \$15 to \$25)		Res 1389	7/1/2023	4/1/2017
Court								
	Payment Plan Fee	\$25, new or refinanced plan		\$25, new or refinanced plan		Res 1389	7/1/2023	7/1/2014
Court								
	Public Records Request Fee					Res 1389	7/1/2023	7/1/2021
		\$5 plus .25 each additional page + postage		\$5 plus .25 each additional page + postage				
Court								
	Returned Check Fee	\$50 (includes demand letter certified)		\$50 (includes demand letter certified)		Res 1389	7/1/2023	7/1/2018
Court								
	Show Cause/Order to Appear Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2018
Court								
	Warrant Issued Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2015
Court								
Library								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Library	Library Cards							
Library	Clackamas County residents	Free		Free		Res 1389	7/1/2023	3/1/2016
Library	Out-of-County Fee*	\$95		\$95		Res 1389	7/1/2023	3/1/2016
	<i>*Residents who live in Oregon in Multnomah County, Washington County, Hood River County or those who reside in the Fort Vancouver Regional Library District or the City of Camas Washington, may obtain a LINCC library card without paying a non-resident fee.</i>							
Library	Overdue Items							
Library	Print & Non-Print items	25¢ per day (\$3 maximum per children's item; \$5 maximum for all other materials)		10¢ per day (\$1.00 maximum per item for all materials, except Library of Things and in-house only items)		Res 1389	7/1/2023	3/1/2016
Library	Oregon State Parks Pass	\$5 per day up to replacement cost		0			7/1/2024	7/1/2023
Library	Laptops and accessories	\$5 per hour up to replacement cost		\$5 per hour up to replacement cost		Res 1389	7/1/2023	7/1/2019
Library	Library of Things Items	\$5 per day up to replacement cost		\$5 per day up to replacement cost		Res 1389	7/1/2023	7/1/2019
Library	Overdue Fee "Food for Fines" Exchange rate is \$1 waived per food item donated. Only overdue fines are eligible to be waived.	\$1 per food item donated		\$1 per food item donated		Res 1389	7/1/2023	
Library	ADD Overdue Fee "Half Off Fines" Patron pays their fine(s) and we waive a matching amount. Only overdue fines are eligible to be waived.	NEW		Half Off Fines			7/1/2024	NEW
Library	Lost Items or Damaged Items	Cost of material as indicated in the library's database		Cost of material as indicated in the library's database		Res 1389	7/1/2023	3/1/2016
Library	Books							
Library	Missing book jacket	\$3		\$3		Res 1389	7/1/2023	3/1/2016
Library	CD Audiobooks							
Library	Disc	\$10 per disc		\$10 per disc		Res 1389	7/1/2023	3/1/2016
Library	CD case	\$5		\$5		Res 1389	7/1/2023	3/1/2016
Library	DVDs							
Library	Bonus disc	\$5		\$5		Res 1389	7/1/2023	3/1/2016
Library	DVD case	\$3		\$3		Res 1389	7/1/2023	3/1/2016
Library	Jacket or paper insert	\$3		\$3		Res 1389	7/1/2023	3/1/2016
Library	Booklet	\$5		\$5		Res 1389	7/1/2023	3/1/2016
Library	Music CDs							
Library	Case	\$4		\$4		Res 1389	7/1/2023	3/1/2016
Library	Part of case (top or bottom)	\$2		\$2		Res 1389	7/1/2023	3/1/2016
Library	Insert	\$5		\$5		Res 1389	7/1/2023	3/1/2016
Library	Oregon State Parks Pass	\$30		\$30		Res 1389	7/1/2023	7/1/2019
Library	Puppets	\$10		\$10		Res 1389	7/1/2023	3/1/2016
Library	Children's Kits	Cost of each component as listed in the item record		Cost of each component as listed in the item record		Res 1389	7/1/2023	3/1/2016
Library	RFID Labels							
Library	Stingray Label	\$1		\$1		Res 1389	7/1/2023	7/1/2017
Library	Missing Barcodes	\$1		\$1		Res 1389	7/1/2023	3/1/2016
Library	Laptops	\$350		\$350		Res 1389	7/1/2023	7/1/2019
Library	Headphones	\$20		\$20		Res 1389	7/1/2023	7/1/2019
Library	USB Hub	\$30		\$30		Res 1389	7/1/2023	7/1/2019
Library	Mouse	\$10		\$10		Res 1389	7/1/2023	7/1/2019
Library	Library of Things items	Replacement cost of the item		Replacement cost of the item		Res 1389	7/1/2023	7/1/2019
Library	Copying and Printing					Res 1389	7/1/2023	
Library	Black and White (Self Serve)	15¢/page		15¢/page		Res 1389	7/1/2023	3/1/2016
Library	Color (Self Serve)	50¢/page		50¢/page		Res 1389	7/1/2023	3/1/2016
Library								
Canby Area Transit								
Canby Area Transit	General Public Dial-A-Ride	\$1.00 per boarding		\$1.00 per boarding		Res 1389	7/1/2023	1/2/2012
Canby Area Transit	Complimentary Paratransit Dial-A-Ride	\$1.00 per boarding		\$1.00 per boarding		Res 1389	7/1/2023	1/2/2012
Canby Area Transit	Oregon City Dial-A-Ride	\$1.00 per boarding		\$1.00 per boarding		Res 1389	7/1/2023	1/2/2012
Canby Area Transit	Shopping Shuttle Services	no charge		no charge		Res 1389	7/1/2023	1/2/2012
Canby Area Transit	Commuter and Fixed-Route Bus Service	\$1.00 per boarding		\$1.00 per boarding		Res 1389	7/1/2023	1/2/2012

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Canby Area Transit	Monthly Pass	\$20/calendar month		\$20/calendar month		Res 1389	7/1/2023	4/1/2014
Canby Area Transit	Punch Pass (24 rides)	\$20 (no expiration)		\$20 (no expiration)		Res 1389	7/1/2023	7/1/2013
Canby Area Transit	Payroll and self-employment tax	0.6%		0.6%		Res 1389	7/1/2023	1/1/2002
Canby Area Transit	Missing Transit Tax Form	0	\$0.00	10% of total tax due	10% of total tax due		7/1/2024	NEW

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Parks								
Parks	Rentals	In City	Out of City	In City	Out of City			
Parks	Rental of Gazebo in Wait Park (waived for non-profits)	\$132	\$264	\$132	\$264	Res 1389	7/1/2023	7/1/2019
Parks	Rental of Wait Park (waived for non-profits)	\$450	\$900	\$450	\$900	Res 1389	7/1/2023	7/1/2019
Parks	Wait Park Banner Installation & Removal			\$176	\$176	Res 1389	7/1/2023	
Parks								
Public Works								
Public Works	Public Works Labor Rate	Staff Rate		Staff Rate		Res 1389	7/1/2023	7/1/2018
Public Works	Fleet Services Labor Rate	Staff Rate		Staff Rate		Res 1389	7/1/2023	7/1/2021
Public Works	Equipment Rates (Does not include operator (See staff rate for operator costs))							
Public Works	Vactor Truck	\$85/hr		\$85/hr		Res 1389	7/1/2023	7/1/2019
Public Works	Street Sweeper	\$80/hr		\$80/hr		Res 1389	7/1/2023	7/1/2019
Public Works	TV Van	\$75/hr		\$75/hr		Res 1389	7/1/2023	7/1/2019
Public Works	High Ranger	\$40/hr		\$40/hr		Res 1389	7/1/2023	7/1/2019
Public Works	Dump Truck	\$65/hr		\$65/hr		Res 1389	7/1/2023	7/1/2019
Public Works	Backhoe	\$35/hr		\$35/hr		Res 1389	7/1/2023	7/1/2019
Public Works	Pickup truck	\$15/hr		\$15/hr		Res 1389	7/1/2023	7/1/2019
Public Works	Street Closure Request	\$50 (waived for non-profits)	\$50 (waived for non-profits)	\$100 (waived for non-profits)	\$100 (waived for non-profits)		7/1/2024	7/1/2022
Public Works	Railroad Parking Lot Event Fee	\$50 (waived for non-profits)		\$50 (waived for non-profits)		Res 1389	7/1/2023	7/1/2011
Public Works	Metal Street Barricade Delivery Fee	\$25 + \$250 refundable deposit with approved street closure permit	\$25 + \$250 refundable deposit with approved street closure permit	\$400 (waived for non-profits)	\$400 (waived for non-profits)		7/1/2024	7/1/2022
Public Works	Map Copying and Research on Easements	Staff rate + printing change		Staff rate + printing change		Res 1389	7/1/2023	7/1/2018
Public Works	Banner Installation	\$100 (waived for non-profits)		\$100		Res 1389	7/1/2023	4/1/2002
Public Works	Grant Street Arch Banner Installation & Removal	\$220		\$220		Res 1389	7/1/2023	
Public Works	Inspections for Construction Projects (Development/Capital)	2.5% of final construction estimate or \$560, whichever is greater		2.5% of final construction estimate or \$560, whichever is greater		Res 1389	7/1/2023	7/1/2018
Public Works	Work-in-Right of Way Permit/Street Excavation (Construction) Permit Fee	\$125		\$125		Res 1389	7/1/2023	7/1/2018
Public Works	Work in Right-of-Way Permit Fee (without street excavation)	\$75		\$75		Res 1389	7/1/2023	7/1/2018
Public Works	Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee	\$100		\$100		Res 1389	7/1/2023	7/1/2015
Public Works	Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee	\$75		\$75		Res 1389	7/1/2023	7/1/2018
Public Works	Street Tree Fees for New Development	\$250 per tree, incl. planting & 1-year maintenance		\$250 per tree, incl. planting & 1-year maintenance		Res 1389	7/1/2023	10/17/2018
Public Works	Street Signs: New and Replacements	Charge shall be determined based on state contract for similar commodity, quoted at time of request		Charge shall be determined based on state contract for similar commodity, quoted at time of request		Res 1389	7/1/2023	7/1/2015
Public Works	Design Exception	\$100		\$100		Res 1389	7/1/2023	7/1/2019
Public Works	Encroachment Application Permit Fee	\$50		\$50		Res 1389	7/1/2023	9/6/2000
Public Works	Building Number Installation Charge	\$50		\$50		Res 1389	7/1/2023	6/1/2010
Public Works	Advance Finance Public Improvement Application Fee	\$150		\$150		Res 1389	7/1/2023	6/1/2010
Public Works	Street Tree Removal Permit	\$25		\$25		Res 1389	7/1/2023	6/1/2010
Public Works	Sewer Tap Fee (on-site connection)	\$100		\$100		Res 1389	7/1/2023	6/1/2010
Public Works	House Move Permit	\$50		\$50		Res 1389	7/1/2023	6/1/2010
Public Works								
Public Works								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Public Works	Erosion Control							
Public Works		Base Rate, to 4 inspections		Base Rate, to 4 inspections				
Public Works	Single Family	\$240		\$240		Res 1389	7/1/2023	7/1/2018
Public Works	Duplex	\$300		\$300		Res 1389	7/1/2023	7/1/2018
Public Works	Triplex	\$360		\$360		Res 1389	7/1/2023	7/1/2018
Public Works	Single Family Additions (disturbing less than 500 sq. ft.)	\$240		\$240		Res 1389	7/1/2023	7/1/2018
Public Works		Base Rate, to 8 inspections		Base Rate, to 8 inspections				
Public Works	All Other Lots (Up to 1 acre)	\$500		\$500		Res 1389	7/1/2023	7/1/2018
Public Works	Each additional acre	\$85		\$85		Res 1389	7/1/2023	7/1/2018
Public Works	Each additional inspection	\$60		\$60		Res 1389	7/1/2023	7/1/2018
Public Works	Violations	\$1,000 per occurrence and \$250 per day if not corrected		\$1,000 per occurrence and \$250 per day if not corrected		Res 1389	7/1/2023	7/1/2018
Public Works								
Public Works								
Public Works								
Utility Fees								
Utility Fees	Sewer/Stormwater							
Utility Fees	Combined Sewer/Stormwater Rates (monthly):							
Utility Fees	Residential Single Family	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	Residential , apartment, per unit	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	Mobile home	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	Reduced Sewer Rate	\$32.92		\$32.92		Res 1389	7/1/2023	7/1/2015
Utility Fees	Elementary school, per student	\$1.82		\$1.82		Res 1389	7/1/2023	7/1/2015
Utility Fees	Middle & High school, per student	\$2.41		\$2.41		Res 1389	7/1/2023	7/1/2015
Utility Fees	Transient housing (1st unit)	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	Each additional bed	\$24.26		\$24.26		Res 1389	7/1/2023	7/1/2015
Utility Fees	Nursing home (1st two beds)	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	Each additional bed	\$24.26		\$24.26		Res 1389	7/1/2023	7/1/2015
Utility Fees	Commercial retail, minimum	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	per 100 cf of water use Nov-Mar	\$5.78		\$5.78		Res 1389	7/1/2023	7/1/2015
Utility Fees	Commercial government, minimum	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	per 100 cf of water use Dec & Jan	\$5.78		\$5.78		Res 1389	7/1/2023	7/1/2015
Utility Fees	Industrial, minimum	\$46.20		\$46.20		Res 1389	7/1/2023	7/1/2015
Utility Fees	per 100 cf of water use	\$5.78		\$5.78		Res 1389	7/1/2023	7/1/2015
Utility Fees	Late fee	\$10 per month after 45 days delinquent		\$10 per month after 45 days delinquent		Res 1389	7/1/2023	7/1/2014
Utility Fees	Delinquent Account Certification Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2014
Utility Fees	Landlord Tenant Agreement Setup Fee	\$25		\$25		Res 1389	7/1/2023	7/1/2021
Utility Fees								
Utility Fees	Sanitary Sewer Extra Strength Charges							
Utility Fees	BOD							
Utility Fees	Concentration 0 to 300 mg/L	Included in Base		Included in Base		Res 1389	7/1/2023	7/1/2015
Utility Fees	Concentration 300 to 600 mg/L	\$1.18 per pound		\$1.18 per pound		Res 1389	7/1/2023	7/1/2015
Utility Fees	Concentration 600 to 1200 mg/L	\$2.36 per pound		\$2.36 per pound		Res 1389	7/1/2023	7/1/2015
Utility Fees	TSS							
Utility Fees	Concentration 0 to 300 mg/L	Included in Base		Included in Base		Res 1389	7/1/2023	7/1/2015
Utility Fees	Concentration 300 to 600 mg/L	\$1.18 per pound		\$1.18 per pound		Res 1389	7/1/2023	7/1/2015
Utility Fees	Concentration 600 to 1200 mg/L	\$2.36 per pound		\$2.36 per pound		Res 1389	7/1/2023	7/1/2015
Utility Fees								
Utility Fees	Industrial Wastewater Discharge Permit	\$5,000		\$5,000		Res 1389	7/1/2023	4/17/2013
Utility Fees	Industrial Wastewater Discharge Permit application review fee	Staff rate		Staff rate		Res 1389	7/1/2023	7/1/2018
Utility Fees	Sampling and analysis fee	Actual Cost		Actual Cost		Res 1389	7/1/2023	7/1/2018
Utility Fees								
Utility Fees	Street Maintenance Fee, Monthly							
Utility Fees	Residential Single Family	\$5 per month		\$5 per month		Res 1389	7/1/2023	7/1/2008
Utility Fees	Multi-Family Residences	\$3.34/unit per month		\$3.34/unit per month		Res 1389	7/1/2023	7/1/2008
Utility Fees	Detached Senior Housing and Mobile Home Parks	\$2.09/unit per month		\$2.09/unit per month		Res 1389	7/1/2023	7/1/2008
Utility Fees	Attached Senior Housing and Congregate Care Facilities	\$1.04/unit per month		\$1.04/unit per month		Res 1389	7/1/2023	7/1/2008
Utility Fees	Non-residential	Varies: \$0.522 x trip value x units (\$5 min) per month		Varies: \$0.522 x trip value x units (\$5 min) per month		Res 1389	7/1/2023	7/1/2008
Utility Fees								
Utility Fees								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Utility Fees	Park Maintenance Fee, Monthly							
Utility Fees	Residential and Multi-family	\$6.05 per dwelling unit per month		\$6.31 per dwelling unit per month			7/1/2024	7/1/2023
Utility Fees	Reduced rate	\$3.03 per dwelling unit per month		\$3.16 per dwelling unit per month			7/1/2024	7/1/2023
Utility Fees	Commercial and Industrial	\$6.05 per utility account per month		\$6.31 per utility account per month			7/1/2024	7/1/2023
Utility Fees								
Construction Excise Tax								
Construction Excise Tax	Residential, per dwelling unit	\$1.00/sq ft		\$1.00/sq ft		Res 1389	7/1/2023	7/1/2019
Construction Excise Tax								
System Development Charges	*Increases based on Canby Finance Manual (2020) guidance, using the ENR Construction Cost Index 20-City Average.	0	0	2.702% increase to SDC fees			7/1/2024	
System Development Charges								
System Development Charges	Sanitary Sewer							
System Development Charges	Single-Family Residential SDC Per Dwelling Unit	\$3,320	\$3,320	\$3,389	\$3,389		7/1/2024	7/1/2023
System Development Charges	Multi-Family Residential SDC Per Dwelling Unit	\$2,655	\$2,655	\$2,710	\$2,710		7/1/2024	7/1/2023
System Development Charges	Commercial/Industrial SDC Based on Wastewater Flow (Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC Amount)	\$3,320	\$3,320	\$3,388	\$3,388		7/1/2024	7/1/2023

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
System Development Charges								
System Development Charges								
System Development Charges	Stormwater SDC based on Cost Per Trip times the Number of Trips estimated by the ITE Trip Generation Manual and the linked trip factor (ELNDT) adopted by the City in the most recent Transportation SDC update. The SDC varies by average weekday Equivalent Length New Daily Trips (ELNDT) as published by ITE Trip Manual for most land use categories.							
System Development Charges								
System Development Charges	Stormwater							
System Development Charges	RESIDENTIAL	Amount	Per	Amount	Per			
System Development Charges	210 Single Family Dwelling / ELNDT 9.52	\$289	Dwelling unit	\$295	Dwelling unit		7/1/2024	7/1/2023
System Development Charges	220 Multifamily / ELNDT 6.7	\$203	Dwelling unit	\$207	Dwelling unit		7/1/2024	7/1/2023
System Development Charges	230 Condo/Townhouse / ELDNT 4.93	\$149	Dwelling unit	\$152	Dwelling unit		7/1/2024	7/1/2023
System Development Charges	240 Mobile Home Park / ELDNT 3.54	\$107	Dwelling unit	\$110	Dwelling unit		7/1/2024	7/1/2023
System Development Charges	254 Assisted Living / ELDNT 3.87	\$81	Dwelling unit	\$83	Dwelling unit		7/1/2024	7/1/2023
System Development Charges	SELECTED LAND USES	Amount	Per*	Amount	Per*			
System Development Charges	110 General Light Industrial / ELNDT 7.0	\$213	TSFGFA	\$217	TSFGFA		7/1/2024	7/1/2023
System Development Charges	120 General Heavy Industrial / ELNDT 1.5	\$45	TSFGFA	\$46	TSFGFA		7/1/2024	7/1/2023
System Development Charges	130 Industrial Park / ELNDT 6.83	\$207	TSFGFA	\$211	TSFGFA		7/1/2024	7/1/2023
System Development Charges	140 Manufacturing / ELNDT 3.82	\$117	TSFGFA	\$119	TSFGFA		7/1/2024	7/1/2023
System Development Charges	150 Warehouse / ELNDT 5.0	\$152	TSFGFA	\$155	TSFGFA		7/1/2024	7/1/2023
System Development Charges	151 Mini-Warehouse / ELNDT 2.5	\$76	TSFGFA	\$78	TSFGFA		7/1/2024	7/1/2023
System Development Charges	160 Data Center / ELNDT .99	\$31	TSFGFA	\$32	TSFGFA		7/1/2024	7/1/2023
System Development Charges	310 Hotel / ELNDT 7.67	\$233	Room	\$238	Room		7/1/2024	7/1/2023
System Development Charges	320 Motel / ELNDT 7.83	\$238	Room	\$243	Room		7/1/2024	7/1/2023
System Development Charges	430 Golf Course / ELNDT 4.58	\$144	Acre	\$147	Acre		7/1/2024	7/1/2023
System Development Charges	444 Movie Theater w/ Matinee / ELNDT 16.37	\$497	Screen	\$507	Screen		7/1/2024	7/1/2023
System Development Charges	492 Health/Fitness Club / ELNDT 2.85	\$87	TSFGFA	\$89	TSFGFA		7/1/2024	7/1/2023
System Development Charges	520 Elementary School (Public) / ELNDT 0.5	\$14	Student	\$15	Student		7/1/2024	7/1/2023
System Development Charges	522 Middle/Jr High School / ELNDT 8.68	\$264	Student	\$269	Student		7/1/2024	7/1/2023
System Development Charges	530 High School / ELNDT 8.12	\$246	Student	\$251	Student		7/1/2024	7/1/2023
System Development Charges	560 Church / ELNDT 6.8	\$205	TSFGFA	\$210	TSFGFA		7/1/2024	7/1/2023
System Development Charges	565 Day Care Center/Preschool / ELNDT 1.8	\$55	Student	\$56	Student		7/1/2024	7/1/2023
System Development Charges	620 Nursing Home / ELNDT 3.87	\$118	Bed	\$121	Bed		7/1/2024	7/1/2023
System Development Charges	630 Clinic / ELNDT 33.4	\$1,014	TSFGFA	\$1,035	TSFGFA		7/1/2024	7/1/2023
System Development Charges	710 General Office Building / ELNDT 11.0	\$333	TSFGFA	\$340	TSFGFA		7/1/2024	7/1/2023
System Development Charges	720 Medical-Dental Office Building / ELNDT 36.1	\$1,095	TSFGFA	\$1,118	TSFGFA		7/1/2024	7/1/2023
System Development Charges	750 Office Park / ELNDT 9.70	\$294	TSFGFA	\$300	TSFGFA		7/1/2024	7/1/2023
System Development Charges	770 Business Park / ELNDT 10.57	\$321	TSFGFA	\$328	TSFGFA		7/1/2024	7/1/2023
System Development Charges	812 Building Materials/Lumber Store / ELNDT 32.17	\$975	TSFGFA	\$996	TSFGFA		7/1/2024	7/1/2023
System Development Charges	814 Specialty Retail Center / ELNDT 16.4	\$498	TSFGFA	\$508	TSFGFA		7/1/2024	7/1/2023
System Development Charges	815 Free Standing Discount Store / ELNDT 17.10	\$518	TSFGFA	\$529	TSFGFA		7/1/2024	7/1/2023
System Development Charges	820 Shopping Center / ELNDT 15.9	\$482	TSFGFA	\$492	TSFGFA		7/1/2024	7/1/2023
System Development Charges	841 Auto Sales / ELNDT 35.75	\$1,084	TSFGFA	\$1,107	TSFGFA		7/1/2024	7/1/2023
System Development Charges	848 Tire Store / ELNDT 10.74	\$326	TSFGFA	\$333	TSFGFA		7/1/2024	7/1/2023
System Development Charges	850 Supermarket / ELNDT 54.9	\$1,666	TSFGFA	\$1,700	TSFGFA		7/1/2024	7/1/2023
System Development Charges	853 Convenience Market / ELNDT 120.9	\$3,667	TSFGFA	\$3,743	TSFGFA		7/1/2024	7/1/2023
System Development Charges	862 Home Improvement Super Store / ELNDT 7.51	\$228	TSFGFA	\$233	TSFGFA		7/1/2024	7/1/2023
System Development Charges	880 Pharmacy/Drugstore / ELNDT 38.6	\$1,170	TSFGFA	\$1,194	TSFGFA		7/1/2024	7/1/2023
System Development Charges	881 Pharm/Drug w/ Drive Through / ELNDT 17.29	\$524	TSFGFA	\$535	TSFGFA		7/1/2024	7/1/2023
System Development Charges	890 Furniture Store / ELNDT 2.40	\$73	TSFGFA	\$74	TSFGFA		7/1/2024	7/1/2023
System Development Charges	911 Bank/Savings: Walk-in / ELNDT 69.7	\$2,114	TSFGFA	\$2,158	TSFGFA		7/1/2024	7/1/2023
System Development Charges	912 Drive in Bank / ELNDT 31.40	\$953	TSFGFA	\$973	TSFGFA		7/1/2024	7/1/2023
System Development Charges	925 Drinking Place / ELNDT 4.42	\$134	TSFGFA	\$136	TSFGFA		7/1/2024	7/1/2023
System Development Charges	931 Quality Restaurant / ELNDT 25.7	\$780	TSFGFA	\$796	TSFGFA		7/1/2024	7/1/2023
System Development Charges	932 High Turnover Sit Down Restaurant / ELNDT 36.23	\$1,100	TSFGFA	\$1,122	TSFGFA		7/1/2024	7/1/2023
System Development Charges	934 Fast Food Restaurant / ELNDT 106.7	\$3,237	TSFGFA	\$3,304	TSFGFA		7/1/2024	7/1/2023
System Development Charges	938 Coffee/Donut Drive Through / ELNDT 243.0	\$7,370	TSFGFA	\$7,523	TSFGFA		7/1/2024	7/1/2023
System Development Charges	942 Automobile Care Center / ELNDT 14.8	\$449	TSFGFA	\$458	TSFGFA		7/1/2024	7/1/2023
System Development Charges	943 Auto Parts (i.e. Autozone) / ELNDT 1.52	\$47	TSFGFA	\$48	TSFGFA		7/1/2024	7/1/2023
System Development Charges	944 Gasoline/Service Station / ELNDT 30.4	\$862	VFP	\$880	VFP		7/1/2024	7/1/2023
System Development Charges	945 Gas/Service Station w/ Market / ELNDT 17.9	\$543	VFP	\$554	VFP		7/1/2024	7/1/2023
System Development Charges	946 Gas/Service Station w/ Car Wash / ELNDT 17.9	\$543	VFP	\$544	VFP		7/1/2024	7/1/2023
System Development Charges								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
	Abbreviations							
	* T.S.F.G.F.A. - Thousand Square Feet Gross Floor Area							
	* T.S.F.G.L.A. - Thousand Square Feet Gross Leasable Area							
System Development Charges	* V.F.P. - Vehicle Fueling Position							
System Development Charges								
System Development Charges								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
System Development Charge	Transportation							
System Development Charge	RESIDENTIAL	Amount	Per	Amount	Per			
System Development Charge	Single-Family per unit	\$4,013	Dwelling unit	\$4,096	Dwelling unit		7/1/2024	7/1/2023
System Development Charge	Multi-Family per unit	\$2,810	Dwelling unit	\$2,868	Dwelling unit		7/1/2024	7/1/2023
System Development Charge	230 Condo/Townhouse	\$2,209	Dwelling unit	\$2,255	Dwelling unit		7/1/2024	7/1/2023
System Development Charge	240 Mobile Home Park	\$2,119	Dwelling unit	\$2,163	Dwelling unit		7/1/2024	7/1/2023
System Development Charge	254 Assisted Living	\$1,112	Dwelling unit	\$1,135	Dwelling unit		7/1/2024	7/1/2023
System Development Charge	SELECTED LAND USES	Amount	Per*	Amount	Per*			
System Development Charge	110 General Light Industrial	\$2,928	TSFGFA	\$2,988	TSFGFA		7/1/2024	7/1/2023
System Development Charge	120 General Heavy Industrial	\$629	TSFGFA	\$642	TSFGFA		7/1/2024	7/1/2023
System Development Charge	130 Industrial Park	\$2,326	TSFGFA	\$2,374	TSFGFA		7/1/2024	7/1/2023
System Development Charge	140 Manufacturing	\$1,316	TSFGFA	\$1,343	TSFGFA		7/1/2024	7/1/2023
System Development Charge	150 Warehouse	\$2,085	TSFGFA	\$2,128	TSFGFA		7/1/2024	7/1/2023
System Development Charge	151 Mini-Warehouse	\$1,048	TSFGFA	\$1,070	TSFGFA		7/1/2024	7/1/2023
System Development Charge	160 Data Center	\$439	TSFGFA	\$448	TSFGFA		7/1/2024	7/1/2023
System Development Charge	310 Hotel	\$3,411	Room	\$3,482	Room		7/1/2024	7/1/2023
System Development Charge	320 Motel	\$2,455	Room	\$2,506	Room		7/1/2024	7/1/2023
System Development Charge	430 Golf Course	\$3,546	Acre	\$3,619	Acre		7/1/2024	7/1/2023
System Development Charge	444 Movie Theater w/ Matinee	\$97,441	Screen	\$99,460	Screen		7/1/2024	7/1/2023
System Development Charge	492 Health/Fitness Clum	\$9,741	TSFGFA	\$9,943	TSFGFA		7/1/2024	7/1/2023
System Development Charge	520 Elementary School (Public)	\$216	Student	\$221	Student		7/1/2024	7/1/2023
System Development Charge	522 Middle/Jr High School	\$651	Student	\$664	Student		7/1/2024	7/1/2023
System Development Charge	530 High School	\$610	Student	\$623	Student		7/1/2024	7/1/2023
System Development Charge	560 Church	\$2,864	TSFGFA	\$2,925	TSFGFA		7/1/2024	7/1/2023
System Development Charge	565 Day Care Center/Preschool	\$751	Student	\$767	Student		7/1/2024	7/1/2023
System Development Charge	620 Nursing Home	\$2,188	Bed	\$2,234	Bed		7/1/2024	7/1/2023
System Development Charge	630 Clinic	\$13,979	TSFGFA	\$14,268	TSFGFA		7/1/2024	7/1/2023
System Development Charge	710 General Office Building	\$4,617	TSFGFA	\$4,713	TSFGFA		7/1/2024	7/1/2023
System Development Charge	720 Medical-Dental Office Building	\$15,150	TSFGFA	\$15,464	TSFGFA		7/1/2024	7/1/2023
System Development Charge	750 Office Park	\$3,695	TSFGFA	\$3,772	TSFGFA		7/1/2024	7/1/2023
System Development Charge	770 Business Park	\$4,108	TSFGFA	\$4,193	TSFGFA		7/1/2024	7/1/2023
System Development Charge	812 Building Materials/Lumber Store	\$14,051	TSFGFA	\$14,343	TSFGFA		7/1/2024	7/1/2023
System Development Charge	814 Specialty Retail Center	\$6,869	TSFGFA	\$7,011	TSFGFA		7/1/2024	7/1/2023
System Development Charge	815 Free Standing Discount Store	\$3,098	TSFGFA	\$3,162	TSFGFA		7/1/2024	7/1/2023
System Development Charge	820 Shopping Center	\$6,654	TSFGFA	\$6,792	TSFGFA		7/1/2024	7/1/2023
System Development Charge	841 Auto Sales	\$14,620	TSFGFA	\$14,923	TSFGFA		7/1/2024	7/1/2023
System Development Charge	848 Tire Store	\$4,073	TSFGFA	\$4,157	TSFGFA		7/1/2024	7/1/2023
System Development Charge	850 Supermarket	\$23,048	TSFGFA	\$23,525	TSFGFA		7/1/2024	7/1/2023
System Development Charge	853 Convenience Market	\$50,685	TSFGFA	\$51,735	TSFGFA		7/1/2024	7/1/2023
System Development Charge	862 Home Improvement Super Store	\$2,692	TSFGFA	\$2,748	TSFGFA		7/1/2024	7/1/2023
System Development Charge	880 Pharmacy/Drugstore	\$16,178	TSFGFA	\$16,513	TSFGFA		7/1/2024	7/1/2023
System Development Charge	881 Pharm/Drug w/ Drive Through	\$5,101	TSFGFA	\$5,206	TSFGFA		7/1/2024	7/1/2023
System Development Charge	890 Furniture Store	\$222	TSFGFA	\$227	TSFGFA		7/1/2024	7/1/2023
System Development Charge	911 Bank/Savings: Walk-in	\$29,211	TSFGFA	\$29,816	TSFGFA		7/1/2024	7/1/2023
System Development Charge	912 Drive in Bank	\$2,188	TSFGFA	\$2,234	TSFGFA		7/1/2024	7/1/2023
System Development Charge	925 Drinking Place	\$45,045	TSFGFA	\$45,978	TSFGFA		7/1/2024	7/1/2023
System Development Charge	931 Quality Restaurant	\$10,749	TSFGFA	\$10,972	TSFGFA		7/1/2024	7/1/2023
System Development Charge	932 High Turnover Sit Down Restaurant	\$4,535	TSFGFA	\$4,629	TSFGFA		7/1/2024	7/1/2023
System Development Charge	934 Fast Food Restaurant	\$44,726	TSFGFA	\$45,653	TSFGFA		7/1/2024	7/1/2023
System Development Charge	938 Coffee/Donut Drive Through	\$11,968	TSFGFA	\$12,216	TSFGFA		7/1/2024	7/1/2023
System Development Charge	942 Automobile Care Center	\$6,000	TSFGFA	\$6,124	TSFGFA		7/1/2024	7/1/2023
System Development Charge	943 Auto Parts (ie. Autozone)	\$4,646	TSFGFA	\$4,742	TSFGFA		7/1/2024	7/1/2023
System Development Charge	944 Gasoline/Service Station	\$13,051	VFP	\$13,321	VFP		7/1/2024	7/1/2023
System Development Charge	945 Gas/Service Station w/ Market	\$535	VFP	\$546	VFP		7/1/2024	7/1/2023
System Development Charge	946 Gas/Service Station w/Car Wash	\$1,517.00	VFP	\$1,549	VFP		7/1/2024	7/1/2023
System Development Charge	Abbreviations: 1 T.S.F.G.F.A. = Thousand Square Feet Gross Floor Area 2 T.S.F.G.L.A. = Thousand Square Feet Gross Leasable Area 3 V.F.P. = Vehicle Fueling Position							

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
System Development Charges								
System Development Charges								
System Development Charges								
System Development Charges								
System Development Charges	Parks							
System Development Charges	Residential - per dwelling unit							
System Development Charges	Single Family	\$6,773	\$6,773	\$6,913	\$6,913		7/1/2024	7/1/2023
System Development Charges	Multi-Family	\$7,051	\$7,051	\$7,197	\$7,197		7/1/2024	7/1/2023
System Development Charges	Manufactured Housing	\$5,657	\$5,657	\$5,774	\$5,774		7/1/2024	7/1/2023
System Development Charges	Non-Residential	\$543 per employee	\$543 per employee	\$558 per employee	\$558 per employee		7/1/2024	7/1/2023
System Development Charges								
System Development Charges	Note: If the total number of employees cannot be ascertained the following calculation can be used instead. Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$558 (Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$558 = \$19,921.SDC)							
System Development Charges								
System Development Charges	Square feet per employee			Square feet per employee				
System Development Charges	Manufacturing							
System Development Charges	General (700)	\$700		\$700		Res 1389	7/1/2023	7/1/2016
System Development Charges	Food Related (775)	\$775		\$775		Res 1389	7/1/2023	7/1/2016
System Development Charges	Textile, Apparel (575)	\$575		\$575		Res 1389	7/1/2023	7/1/2016
System Development Charges	Lumber, Wood Products (560)	\$560		\$560		Res 1389	7/1/2023	7/1/2016
System Development Charges	Paper & Related (1,400)	\$1,400		\$1,400		Res 1389	7/1/2023	7/1/2016
System Development Charges	Printing & Publishing (600)	\$600		\$600		Res 1389	7/1/2023	7/1/2016
System Development Charges	Chemicals, Petrol, Rubber, Plastics (850)	\$850		\$850		Res 1389	7/1/2023	7/1/2016
System Development Charges	Cement, Stone, Clay, Glass (800)	\$800		\$800		Res 1389	7/1/2023	7/1/2016
System Development Charges	Furniture & Furnishings (600)	\$600		\$600		Res 1389	7/1/2023	7/1/2016
System Development Charges	Primary Metals (1,000)	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2016
System Development Charges	Secondary Metals (800)	\$800		\$800		Res 1389	7/1/2023	7/1/2016
System Development Charges	Non-Electrical Machinery (600)	\$600		\$600		Res 1389	7/1/2023	7/1/2016
System Development Charges	Electrical Machinery (375)	\$375		\$375		Res 1389	7/1/2023	7/1/2016
System Development Charges	Electrical Design (325)	\$325		\$325		Res 1389	7/1/2023	7/1/2016
System Development Charges	Transportation Equipment (500)	\$500		\$500		Res 1389	7/1/2023	7/1/2016
System Development Charges	Other (400)	\$400		\$400		Res 1389	7/1/2023	7/1/2016
System Development Charges	Wholesale Trade							
System Development Charges	Durable Goods (1,000)	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2016
System Development Charges	Non-Durable Goods (1,100)	\$1,150		\$1,150		Res 1389	7/1/2023	7/1/2016
System Development Charges	Warehousing							
System Development Charges	Storage (20,000)	\$20,000		\$20,000		Res 1389	7/1/2023	7/1/2016
System Development Charges	Distribution (2,500)	\$2,500		\$2,500		Res 1389	7/1/2023	7/1/2016
System Development Charges	Trucking (1,500)	\$1,500		\$1,500		Res 1389	7/1/2023	7/1/2016
System Development Charges	Communications (250)	\$250		\$250		Res 1389	7/1/2023	7/1/2016
System Development Charges	Utilities (225)	\$225		\$225		Res 1389	7/1/2023	7/1/2016
System Development Charges	Retail							
System Development Charges	General (700)	\$700		\$700		Res 1389	7/1/2023	7/1/2016
System Development Charges	Hardware (1,000)	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2016
System Development Charges	Food Stores (675)	\$675		\$675		Res 1389	7/1/2023	7/1/2016
System Development Charges	Restaurant/Bar (225)	\$225		\$225		Res 1389	7/1/2023	7/1/2016
System Development Charges	Appliance/Furniture (1,000)	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2016
System Development Charges	Auto Dealership (650)	\$650		\$650		Res 1389	7/1/2023	7/1/2016
System Development Charges	Gas/Station - Gas Only (300)	\$300		\$300		Res 1389	7/1/2023	7/1/2016
System Development Charges	Gas/Station - Gas & Service (400)	\$400		\$400		Res 1389	7/1/2023	7/1/2016
System Development Charges	Regional Shopping Center (600)	\$600		\$600		Res 1389	7/1/2023	7/1/2016
System Development Charges	Services							
System Development Charges	Hotel/Motel (1,500)	\$1,500		\$1,500		Res 1389	7/1/2023	7/1/2016
System Development Charges	Health Services - Hospital (500)	\$500		\$500		Res 1389	7/1/2023	7/1/2016
System Development Charges	Health Services - Clinic (350)	\$350		\$350		Res 1389	7/1/2023	7/1/2016
System Development Charges	Educational (1,300)	\$1,300		\$1,300		Res 1389	7/1/2023	7/1/2016
System Development Charges	Cinema (1,100)	\$1,100		\$1,100		Res 1389	7/1/2023	7/1/2016
System Development Charges	Personal Services - Office (600)	\$600		\$600		Res 1389	7/1/2023	7/1/2016
System Development Charges	Finance, Insurance, Real Estate, Business Services- Office (350)	\$350		\$350		Res 1389	7/1/2023	7/1/2016
System Development Charges	Government Administration (300)	\$300		\$300		Res 1389	7/1/2023	7/1/2016
System Development Charges								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Planning	Staff Rate for Projects, Research and Miscellaneous Work not Captured by Nor	\$125 per hour		\$125 per hour		Res 1389	7/1/2023	
Planning	Addressing Fees (new or change of)	\$125 Base Fee Plus \$10 per parcel or lot		\$125 Base Fee Plus \$10 per parcel or lot		Res 1389	7/1/2023	7/1/2021
Planning	Addressing (Prior to Recorded Plat)	\$250 Base Fee Plus \$10 per parcel or lot		\$250 Base Fee Plus \$10 per parcel or lot		Res 1389	7/1/2023	
Planning	Annexation – Less than 1 acre	\$3,000 - (Base Fee)		\$3,000 - (Base Fee)		Res 1389	7/1/2023	7/1/2021
Planning	Annexation – 1 – 10 Acres	Plus \$150 per Acre		Plus \$150 per Acre		Res 1389	7/1/2023	7/1/2019
Planning	Annexation – 11 – 50 Acres	Plus \$100 per Acre		Plus \$100 per Acre		Res 1389	7/1/2023	7/1/2019
Planning	Annexation – 51+ Acres	\$5,000 Base Fee 1 -10 Acres Plus \$150 Per Acre 11+ Acres Plus \$100 Per Acre		\$5,000 Base Fee 1 -10 Acres Plus \$150 Per Acre 11+ Acres Plus \$100 Per Acre		Res 1389	7/1/2023	7/1/2019
Planning	Appeal of Type I & Type II Decisions	\$250		\$250		Res 1389	7/1/2023	7/1/2019
Planning	Appeal of Type III Decisions	\$1,980		\$1,980		Res 1389	7/1/2023	7/1/2019
Planning								
Planning	Building Permit Site Plan Review							
Planning	Single Family House	\$275 per application		\$275 per application		Res 1389	7/1/2023	7/1/2021
Planning	Duplex (including conversions of single family to duplex)	\$275 per application		\$275 per application		Res 1389	7/1/2023	7/1/2019
Planning	Non-Living Space addition (garage, carport, porch, etc)	\$150 per application		\$150 per application		Res 1389	7/1/2023	7/1/2021
Planning	Living Space addition (expansion and/or creation of accessory dwelling)	\$175 Plus SDC's, if applicable		\$175 Plus SDC's, if applicable		Res 1389	7/1/2023	7/1/2021
Planning	Accessory Dwelling Unit (ADU) \$200 Plus SDC,s if applicable	\$200 Plus SDC's, if applicable		\$200 Plus SDC's, if applicable		Res 1389	7/1/2023	
Planning	Multifamily	\$60 per unit (first 20 units)/\$12 per each additional unit)		\$60 per unit (first 20 units)/\$12 per each additional unit)		Res 1389	7/1/2023	7/1/2017
Planning	Demolitions (Residential)	\$100		\$100		Res 1389	7/1/2023	7/1/2021
Planning	Demolitions (Commercial or Industrial)	\$100		\$100		Res 1389	7/1/2023	7/1/2021
Planning	Commercial tenant improvements and remodels not involving additional square footage	\$100		\$100		Res 1389	7/1/2023	7/1/2021
Planning	Residential remodel / interior alteration requiring building permit review. No expansion of footprint or alteration to the exterior of the structure.	\$100		\$100		Res 1389	7/1/2023	
Planning	Signs	\$150 (\$25 for each additional sign)		\$150 (\$25 for each additional sign)		Res 1389	7/1/2023	7/1/2021
Planning	Existing Wireless System Modification / Collocation	\$500		\$500		Res 1389	7/1/2023	7/1/2021
Planning	Small Cell Wireless Deployment in the Right-of-Way	\$100 per location plus any additional acutal cost required for outside consult or technical review by consulting engineer		\$100 per location plus any additional acutal cost required for outside consult or technical review by consulting engineer		Res 1389	7/1/2023	7/1/2021

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Planning	All other commercial and industrial based on building square footage							
Planning	0 to 2,000 square feet	\$300		\$300		Res 1389	7/1/2023	7/1/2021
Planning	2,001 to 5,000 square feet	\$350		\$350		Res 1389	7/1/2023	7/1/2021
Planning	5,001 to 10,000 square feet	\$500		\$500		Res 1389	7/1/2023	7/1/2021
Planning	10,001 to 50,000 square feet	\$650		\$650		Res 1389	7/1/2023	7/1/2021
Planning	50,001 to 100,000 square feet	\$900		\$900		Res 1389	7/1/2023	7/1/2021
Planning	100,001 square feet and up	\$1,050		\$1,050		Res 1389	7/1/2023	7/1/2021
Planning	Comprehensive Plan Amendment	\$3290 (plus \$720 if Measure 56 notice is required)		\$3290 (plus \$720 if Measure 56 notice is required)		Res 1389	7/1/2023	7/1/2019
Planning	Legislative Text	\$6,000		\$6,000		Res 1389	7/1/2023	7/1/2019
Planning	Legislative Map or Quasi-Judicial Map	\$4,000		\$4,000		Res 1389	7/1/2023	7/1/2021
Planning	Conditional Use Permit	\$3,000		\$3,000		Res 1389	7/1/2023	7/1/2017
Planning	*REMOVE* Condominium Construction, less than six units	\$285		\$0			7/1/2024	7/1/2023
Planning	Exception Application for Access Management Plan (16.46.B)	\$100		\$100		Res 1389	7/1/2023	7/1/2019
Planning	Food Cart Pods	\$2,000		\$2,000		Res 1389	7/1/2023	
Planning	Interpretation	\$550		\$550		Res 1389	7/1/2023	7/1/2019
Planning	Interpretation of Development Code by Planning Director	\$1,500		\$1,500		Res 1389	7/1/2023	
Planning	Interpretation of Development Code by Planning Commission	\$2,500		\$2,500		Res 1389	7/1/2023	
Planning	Modifications to approved applications							7/1/2019
Planning	Minor	\$400		\$400		Res 1389	7/1/2023	
Planning	Intermediate	\$2,500		\$2500 + Staff Time Over 20hrs @ \$125/hr			7/1/2024	
Planning	Major	Cost of new application of that type		\$2500 + Cost of New Applications of That Type			7/1/2024	
Planning	Property Line Adjustment	\$750		\$750		Res 1389	7/1/2023	7/1/2017
Planning	Non-conforming Structure/Use							
Planning	Verification of a Non-Conforming Use	\$750		\$750				
Planning	Alteration / Expansion of a Non-Conforming Use	\$2,500		\$2,500				
Planning	Parking Lot/Paving Projects	\$310		\$310		Res 1389	7/1/2023	7/1/2017
Planning	Partition	\$1,400		\$1,400		Res 1389	7/1/2023	7/1/2021
Planning	Planned Unit Development	\$3,250		\$3,250		Res 1389	7/1/2023	7/1/2021
Planning	Plat (Final) Review - Partition	\$750		\$750		Res 1389	7/1/2023	7/1/2021
Planning	Plat (Final) Review - Subdivision	\$1,500		\$1,500		Res 1389	7/1/2023	7/1/2021
Planning	Pre-Application Conference							
Planning	Type I or II Pre-Application Conference	\$720		\$720			7/1/2024	7/1/2023
Planning	Types III or IV (Quasi-Judicial Review)	\$1,500		\$1,500		Res 1389	7/1/2023	7/1/2017
Planning	If detailed written meeting notes requested, otherwise a recording will be provided	\$250		\$250		Res 1389	7/1/2023	7/1/2023
Planning	Preconstruction Conference	\$1,000 (+Staff rate over 2 hrs)		\$1,000 (+Staff rate over 2 hrs)		Res 1389	7/1/2023	7/1/2021
Planning	Minor Modification	\$110		\$0			7/1/2024	7/1/2019
Planning	Right of Way Vacation Fee	\$2,500		\$2,500		Res 1389	7/1/2023	7/1/2021
Planning	Sidewalk Café Annual Permit Fee	\$50		\$50		Res 1389	7/1/2023	7/1/2019
Planning	Sidewalk Café Annual Right of Way Rental Fee	\$2		\$2		Res 1389	7/1/2023	7/1/2019
Planning	Site and Design Review (Type II)	\$1,000 plus 0.2% of estimated total project cost, max \$15,000		\$1,000 plus 0.2% of estimated total project cost, max \$15,000		Res 1389	7/1/2023	7/1/2023
Planning	Site and Design Review (Type III)	\$2,500 plus 0.2% of estimated total project cost, max \$20,000		\$2,500 plus 0.2% of estimated total project cost, max \$20,000		Res 1389	7/1/2023	7/1/2023

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
	Site Plan Development Engineering Plan Review Fee							
Planning								
Planning	Up to 0.25 acres	\$500		\$500		Res 1389	7/1/2023	7/1/2019
Planning	Over 0.25 up to 2 acres	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2019
Planning	Over 2 acres up to 5.0 acres	\$1,500		\$1,500		Res 1389	7/1/2023	7/1/2019
Planning	Over 5.0 acres up to 8 acres	\$2,000		\$2,000		Res 1389	7/1/2023	7/1/2019
Planning	Over 8 acres	\$2,500 maximum		\$2,500 maximum		Res 1389	7/1/2023	7/1/2019
Planning								
Planning	Special Permit (hardship)	\$105		\$105		Res 1389	7/1/2023	7/1/2017
	Subdivision – 4 or more lots							
Planning		\$3,500 (Base Fee) Base Fee Plus \$115 per lot		\$3,500 (Base Fee) Base Fee Plus \$115 per lot		Res 1389	7/1/2023	7/1/2021
	Public Improvement Engineering Plan Review Fee (Includes the following ROW Infrastructure: Street Pavement, Curbs, Driveway Returns, Sewer, Storm Drainage, Sidewalks, and Street Trees)	3% of public improvement installation costs (\$30,000 maximum)		3% of public improvement installation costs (\$30,000 maximum)		Res 1389		
Planning							7/1/2023	7/1/2021
Planning	Temporary Vendor Permit	\$100 (\$50 non-profit)		\$100 (\$50 non-profit)		Res 1389	7/1/2023	10/16/2009
Planning	Temporary Vendor Permit Renewal	\$50 (\$25 non-profit)		\$50 (\$25 non-profit)		Res 1389	7/1/2023	7/1/2012
	Traffic Engineering Scope	\$800 min. \$1,000 max. deposit		\$800 min. \$1,000 max. deposit		Res 1389	7/1/2023	7/1/2011
Planning	Traffic Study Review					Res 1389	7/1/2023	7/1/2011
		Applicant pays actual costs		Applicant pays actual costs				
	Traffic Impact Study					Res 1389	7/1/2023	6/1/2010
Planning		Applicant pays actual costs		Applicant pays actual costs				
Planning	Variance - Major	\$3,000		\$3,000		Res 1389	7/1/2023	7/1/2017
Planning	Variance - Minor Setback	\$700		\$700		Res 1389	7/1/2023	7/1/2021
Planning	Variance - Minor Sign	\$250		\$250		Res 1389	7/1/2023	7/1/2021
Planning	Withdrawal of Territory < 1 acre	\$3,000 (base fee)		\$3,000 (base fee)		Res 1389	7/1/2023	7/1/2021
Planning	Withdrawal of Territory - 1-10 acres	Plus \$79 per acre		Plus \$79 per acre		Res 1389	7/1/2023	2/2/2011
Planning	Withdrawal of Territory 11-50 acres	Plus \$41 per acre		Plus \$41 per acre		Res 1389	7/1/2023	2/2/2011
Planning	Withdrawal of Territory 51+ acres	Plus \$8 per acre		Plus \$8 per acre		Res 1389	7/1/2023	2/2/2011
Planning	Zoning Letter							
Planning	LUCs (Land Use Compatibility Statement)	\$125		\$125		Res 1389	7/1/2023	7/1/2021
Planning	Basic (zone and use verification)	\$200		\$200		Res 1389	7/1/2023	7/1/2021
Planning	Expansive (conformance research)	\$1,000		\$1,000		Res 1389	7/1/2023	7/1/2021
Planning	Zoning Map Amendment	\$4,000		\$4,000		Res 1389	7/1/2023	7/1/2021
Planning	Zoning Text Amendment	\$4,000		\$4,000		Res 1389	7/1/2023	7/1/2021
Planning								
Building								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Building	Building Permit Fee							
Building	\$0 to \$3,000 valuation	\$80		\$80		Res 1389	7/1/2023	11/1/2008
Building	\$3,001 to \$25,000 valuation	\$80 for the first \$3,000 and \$12 for each additional \$1,000 or fraction thereof		\$80 for the first \$3,000 and \$12 for each additional \$1,000 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	\$25,001 to \$50,000 valuation	\$344 for the first \$25,000 and \$9 for each additional \$1,000 or fraction thereof		\$344 for the first \$25,000 and \$9 for each additional \$1,000 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	\$50,001 to \$100,000 valuation	\$569 for the first \$50,000 and \$6 for each additional \$1,000 or fraction thereof		\$569 for the first \$50,000 and \$6 for each additional \$1,000 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	\$100,001 and up	\$869 for the first \$100,000 and \$5 for each additional \$1,000 or fraction thereof		\$869 for the first \$100,000 and \$5 for each additional \$1,000 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	Plan Review Fee	100% of Building Permit fee		100% of Building Permit fee		Res 1389	7/1/2023	11/1/2008
Building	Temporary Certificate of Occupancy	\$250		\$250		Res 1389	7/1/2023	11/1/2008
Building	Deferred submittal processing and reviewing fee	Equal to the building permit fee for the valuation of the particular deferred portion or portions of the project, with a set minimum fee of \$300		Equal to the building permit fee for the valuation of the particular deferred portion or portions of the project, with a set minimum fee of \$300		Res 1389	7/1/2023	11/1/2008
Building	Phased or Partial Building Permit plan review fee	\$300 plus 10% of the total project building permit fee not to exceed \$2,000 for each phase in addition to above fees		\$300 plus 10% of the total project building permit fee not to exceed \$2,000 for each phase in addition to above fees		Res 1389	7/1/2023	11/1/2008
Building	Inspections outside of normal business hours	\$160/hr (minimum charge – two hours)		\$160/hr (minimum charge – two hours)		Res 1389	7/1/2023	11/1/2008
Building	Re-inspection Fees	\$80		\$80		Res 1389	7/1/2023	11/1/2008
Building	Inspections for which no fee is specifically indicated	\$160/hr (minimum charge – 1/2 hour)		\$160/hr (minimum charge – 1/2 hour)		Res 1389	7/1/2023	11/1/2008
Building	Additional plan review required by changes, additions or revisions to proposed or approved plans	\$160/hr (minimum charge – 1/2 hour)		\$160/hr (minimum charge – 1/2 hour)		Res 1389	7/1/2023	11/1/2008
Building								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Building	idential Fire Suppression Systems Combined Plan Permit and Plan Check Fee:							
Building	0 sq. ft to 2,000 sq. ft.	\$160		\$160		Res 1389	7/1/2023	11/1/2008
Building	2001 sq. ft. to 3600 sq. ft.	\$210		\$210		Res 1389	7/1/2023	11/1/2008
Building	3601 sq. ft. to 7200 sq. ft.	\$269		\$269		Res 1389	7/1/2023	11/1/2008
Building	7201 sq. ft. and greater	\$377		\$377		Res 1389	7/1/2023	11/1/2008
Building	Mechanical Fee Schedule for New and Additions or Alterations, to One and Two Family Dwellings							
Building	Install/Replace Furnace: Up to 100,000btu	\$24.75 per appliance		\$24.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Install/Replace Furnace: Over 100,000btu	\$31.50 per appliance		\$31.50 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Install/Replace/Relocate Heaters: Suspended, Wall or Floor Mounted.	\$24.75 per appliance		\$24.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Appliance Vent	\$12.50 per appliance		\$12.50 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Alteration Of Existing HVAC System	\$24.75		\$24.75		Res 1389	7/1/2023	11/1/2008
Building	Air Handling Units	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Air Conditioning under 100,000btu	\$24.75 per appliance		\$24.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Air Conditioning over 100,000btu	\$46.50 per appliance		\$46.50 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Dryer Exhaust	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Hood	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Exhaust Fan Connected To A Single Duct	\$12.50 per appliance		\$12.50 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Gas Piping: 1 To 4 Outlets	\$8.25		\$8.25		Res 1389	7/1/2023	11/1/2008
Building	Gas Piping: Each Additional Outlet	\$2.25 per outlet		\$2.25 per outlet		Res 1389	7/1/2023	11/1/2008
Building	Fireplace	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Wood Stove	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Other	\$18.75 per appliance		\$18.75 per appliance		Res 1389	7/1/2023	11/1/2008
Building	Minimum Permit Fee	\$80		\$80		Res 1389	7/1/2023	11/1/2008
Building	Plan Review Fee (Mechanical)	100% of Mechanical Permit fee		100% of Mechanical Permit fee		Res 1389	7/1/2023	11/1/2008
Building								
Building	Mechanical Fee Schedule for New and Additions or Alterations to Commercial, Multi-Family and Industrial Projects							
Building	\$0.00 to \$5000.00 valuation	\$80		\$80		Res 1389	7/1/2023	11/1/2008
Building	\$5001.00 to \$10,000.00 valuation	\$80 for the first \$5000 and \$3 for each additional \$100 or fraction thereof		\$80 for the first \$5000 and \$3 for each additional \$100 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	\$10,001.00 to \$100,000 valuation	\$230.00 for the first \$10,000.00 and \$12.00 for each additional \$1,000.00 or fraction thereof		\$230.00 for the first \$10,000.00 and \$12.00 for each additional \$1,000.00 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	\$100,001.00 and up	\$1,310 for the first \$100,000 and \$10 for each additional \$1,000 or fraction thereof		\$1,310 for the first \$100,000 and \$10 for each additional \$1,000 or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	Plan Review Fee (Mechanical)	37% of Mechanical Permit fee		37% of Mechanical Permit fee		Res 1389	7/1/2023	11/1/2008
Building								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Building	Grading Permit Fee Schedule							
Building	50 cubic yards or less	\$80		\$80		Res 1389	7/1/2023	11/1/2008
Building	51 to 100 cubic yards	\$117		\$117		Res 1389	7/1/2023	11/1/2008
Building	101 to 1,000 cubic yards	\$117 for the first 100 cubic yards, plus \$55 for each additional 100 cubic yards or fraction thereof		\$117 for the first 100 cubic yards, plus \$55 for each additional 100 cubic yards or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	1,001 to 10,000 cubic yards	\$612 for the first 1,000 cubic yards, plus \$46 for each additional 1,000 cubic yards or fraction thereof		\$612 for the first 1,000 cubic yards, plus \$46 for each additional 1,000 cubic yards or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	10,001 to 100,000 cubic yards	\$1026 for the first 10,000 cubic yards, plus \$210 for each additional 10,000 cubic yards or fraction thereof		\$1026 for the first 10,000 cubic yards, plus \$210 for each additional 10,000 cubic yards or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	100,001 cubic yards and up	\$2916 for the first 100,000 cubic yards, plus \$115 for each additional 10,000 cubic yards or fraction thereof		\$2916 for the first 100,000 cubic yards, plus \$115 for each additional 10,000 cubic yards or fraction thereof		Res 1389	7/1/2023	11/1/2008
Building	Plan Review Fee (Grading)	65% of Grading Permit fee		65% of Grading Permit fee		Res 1389	7/1/2023	11/1/2008
Building	Manufactured Dwelling Installation							
Building	Installation and set up	\$350		\$350		Res 1389	7/1/2023	11/1/2008
Building	Earthquake bracing when not part of original installation	\$280		\$280		Res 1389	7/1/2023	11/1/2008
Building	Prescriptive Flat Fee Solar Installation	\$240		\$240		Res 1389	7/1/2023	7/1/2011
Building								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Swim Center		In City	Out of City	In City	Out of City			
Swim Center	Daily Admission - Youth	\$2.50	\$3.75	\$2.50	\$3.75	Res 1389	7/1/2023	6/1/2010
Swim Center	Daily Admission - Senior	\$2.50	\$3.75	\$2.50	\$3.75	Res 1389	7/1/2023	6/1/2010
Swim Center	Daily Admission - Adult	\$3.25	\$4.50	\$3.25	\$4.50	Res 1389	7/1/2023	6/1/2010
Swim Center	Daily Admission - Family	\$8.25	\$12.00	\$8.25	\$12.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Tickets - 10 Swims Youth/Senior	\$25.00	\$37.50	\$25.00	\$37.50	Res 1389	7/1/2023	6/1/2010
Swim Center	Tickets - 10 Swims Adult	\$32.50	\$45.00	\$32.50	\$45.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 3 month - Youth	\$50.00	\$75.00	\$50.00	\$75.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 3 month - Senior	\$50.00	\$75.00	\$50.00	\$75.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 3 month - Adult	\$65.00	\$90.00	\$65.00	\$90.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 3 month - 1 + 1	\$97.50	\$135.00	\$97.50	\$135.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 3 month - Family	\$130.00	\$180.00	\$130.00	\$180.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 12 month - Youth	\$137.50	\$206.25	\$137.50	\$206.25	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 12 month - Senior	\$137.50	\$206.25	\$137.50	\$206.25	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 12 month - Adult	\$178.75	\$247.50	\$178.75	\$247.50	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 12 month - 1 + 1	\$268.00	\$371.25	\$268.00	\$371.25	Res 1389	7/1/2023	6/1/2010
Swim Center	Pass 12 month - Family	\$357.50	\$495.00	\$357.50	\$495.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Water Exercise - Youth	\$2.50	\$3.75	\$2.50	\$3.75	Res 1389	7/1/2023	6/1/2010
Swim Center	Water Exercise - Senior	\$2.50	\$3.75	\$2.50	\$3.75	Res 1389	7/1/2023	6/1/2010
Swim Center	Water Exercise - Adult	\$3.25	\$4.50	\$3.25	\$4.50	Res 1389	7/1/2023	6/1/2010
Swim Center	Lessons - Public Lessons	\$4.00	\$6.00	\$4.00	\$6.00	Res 1389	7/1/2023	7/1/2017
Swim Center	Lessons - Spring Penguin	\$50.00	\$70.00	\$50.00	\$70.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Lessons - Summer Penguin	\$80.00	\$100.00	\$80.00	\$100.00	Res 1389	7/1/2023	6/1/2010
Swim Center	Lessons - School Programs	by contract	\$100/hr	by contract	\$100/hr	Res 1389	7/1/2023	7/1/2017
Swim Center	Rentals - Public - 2 hours, up to 30 persons	\$55.00 per hr	\$75.00 per hr	\$55.00 per hr	\$75.00 per hr	Res 1389	7/1/2023	7/1/2019
Swim Center	Rentals - Public - additional charge for 31-60 persons, then additional \$50 per hr	\$50.00	\$50.00	\$50.00	\$50.00	Res 1389	7/1/2023	7/1/2019
Swim Center	Rentals - Canby Gators	by contract	by contract	by contract	by contract	Res 1389	7/1/2023	6/1/2010
Swim Center								

EXHIBIT "B"

Department	Fee Description	Current Amount FY2024 (A)	Current Amount FY2024 (B)	Proposed Amount FY2025 (A)	Proposed Amount FY2025 (B)	Authority	Effective Date	Last date change
Cemetery								
Cemetery	Grave Lots	Property	Perpetual Care Fee	Property	Perpetual Care Fee			
Cemetery	Standard Grave Lot	\$600	\$900			Res 1389	7/1/2023	7/1/2019
Cemetery	Child Grave Lot (1/2 sp)	\$240	\$360			Res 1389	7/1/2023	7/1/2019
Cemetery	Baby Grave Lot (1/4 sp)	\$200	\$300			Res 1389	7/1/2023	7/1/2019
Cemetery	Cremains Lot	\$200	\$300			Res 1389	7/1/2023	7/1/2019
Cemetery								
Cemetery	Grave Marking & Recording Fee	\$100				Res 1389	7/1/2023	7/1/2018
Cemetery	Cremains Opening & Closing (includes marking and recording)	\$300				Res 1389	7/1/2023	6/1/2010
Cemetery	Headstone Marking Fee	\$50				Res 1389	7/1/2023	7/1/2018
Cemetery	Set up and take down of tent and chairs	\$150				Res 1389	7/1/2023	7/1/2018
Cemetery								
Cemetery	Mausoleum Phase I	Property	Perpetual Care Fee	Property	Perpetual Care Fee			
Cemetery	Single Crypts (1 space)	\$2,375	\$125			Res 1389	7/1/2023	7/1/2019
Cemetery	Tandem Crypts (2 spaces)	\$6,650	\$350			Res 1389	7/1/2023	7/1/2019
Cemetery	Side by Side Crypts (4 space)	\$7,600	\$400			Res 1389	7/1/2023	7/1/2019
Cemetery	Niche Spaces	\$630	\$70			Res 1389	7/1/2023	7/1/2019
Cemetery	Mausoleum Phase II							
Cemetery	Single Crypts (1 space)							
Cemetery	Sixth Level F	\$2,375	\$125			Res 1389	7/1/2023	7/1/2019
Cemetery	Fifth Level E	\$2,850	\$150			Res 1389	7/1/2023	7/1/2019
Cemetery	Fourth Level D	\$3,420	\$180			Res 1389	7/1/2023	7/1/2019
Cemetery	Third Level C	\$4,085	\$215			Res 1389	7/1/2023	7/1/2019
Cemetery	Second Level B	\$4,085	\$215			Res 1389	7/1/2023	7/1/2019
Cemetery	First and Westminster Level A (2 spaces)	\$5,700	\$300			Res 1389	7/1/2023	7/1/2019
Cemetery	Tandem Crypts (2 spaces)							
Cemetery	Sixth Level F	\$3,800	\$200			Res 1389	7/1/2023	7/1/2019
Cemetery	Fifth Level E	\$4,560	\$240			Res 1389	7/1/2023	7/1/2019
Cemetery	Fourth Level D	\$5,415	\$285			Res 1389	7/1/2023	7/1/2019
Cemetery	Third Level C	\$6,460	\$340			Res 1389	7/1/2023	7/1/2019
Cemetery	Second Level B	\$6,460	\$340			Res 1389	7/1/2023	7/1/2019
Cemetery	First and Westminster Level A (4 spaces)	\$7,695	\$405			Res 1389	7/1/2023	7/1/2019
Cemetery	Side by Side Crypts (2 Sp)							
Cemetery	Sixth Level F	\$3,895	\$205			Res 1389	7/1/2023	7/1/2019
Cemetery	Fifth Level E	\$4,655	\$245			Res 1389	7/1/2023	7/1/2019
Cemetery	Fourth Level D	\$5,605	\$295			Res 1389	7/1/2023	7/1/2019
Cemetery	Third Level C	\$6,650	\$350			Res 1389	7/1/2023	7/1/2019
Cemetery	Second Level B	\$6,650	\$350			Res 1389	7/1/2023	7/1/2019
Cemetery	First and Westminster Level A (4 spaces)	\$7,980	\$420			Res 1389	7/1/2023	7/1/2019
Cemetery								
Cemetery	Opening & Closing for Crypts							
Cemetery	Single Entombment	\$600				Res 1389	7/1/2023	7/1/2018
Cemetery	Tandem or Side by Side Entombment	\$650				Res 1389	7/1/2023	7/1/2018
Cemetery	Westminster Single Entombment	\$750				Res 1389	7/1/2023	7/1/2018
Cemetery	Westminster Tandem or Side by Side Entombment	\$800				Res 1389	7/1/2023	7/1/2018
Cemetery	Disentombment	\$1,000				Res 1389	7/1/2023	7/1/2018
Cemetery								
Cemetery	Opening & Closing for Niches	\$350				Res 1389	7/1/2023	7/1/2018
Cemetery								
Cemetery	Crypt Name Bar Installation	\$500				Res 1389	7/1/2023	7/1/2018
Cemetery	Niche Name Bar Installation	\$400				Res 1389	7/1/2023	7/1/2018
Cemetery	Emblems (Elks, Rotary, Cross, etc)	\$100				Res 1389	7/1/2023	7/1/2018
Cemetery	Extra Plastic Vase & Holder	\$90				Res 1389	7/1/2023	9/1/2005
Cemetery	Replace Plastic Vase	\$45				Res 1389	7/1/2023	9/1/2005
Cemetery	Weekend or Holiday Service, or Emergency Call Out for Funeral Services (additional fee)	\$300				Res 1389	7/1/2023	9/1/2005
Cemetery	Cemetery Title Transfer	\$100				Res 1389	7/1/2023	7/1/2018
Cemetery								



CITY OF CANBY

MASTER FEE SCHEDULE

Effective 7/1/2024
Resolution No. 1409

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General Fees

• Staff Rates for all Departments	Twice the hourly rate for Step 1 of the position
• Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided	25¢ per sheet
• Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided	75¢ per sheet
• Photocopies or Printouts-Black and White, size 11x17, single sided only	\$1.00 per sheet
• Photocopies or Printouts-Color, size 11x17, single sided only	\$1.25 per sheet
• Plotter prints (8 1/2 x 11)	\$2
• Plotter prints (11 x 17)	\$4
• Plotter prints (17 x 22)	\$6
• Plotter prints (24 x 36)	\$8
• Plotter prints (36 x 48)	\$10
• Records on CD/DVD/USB	\$10 plus staff time
• Public Records	Staff rate + materials costs (first 30 minutes no charge)
• Public Records-Faxing	50¢ per page sent
• Public Records-Mailing costs	Actual costs + \$1.00 handling fee
• Returned check fee	\$25
• Returned Electronic Payment Fee	\$15
• Lien Search fee	\$30
• License/Permit/Certificate replacement fee	\$10

Administration Fees

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

Main Street Fees

Canby Independence Day Celebration Vendor Fees

- Food Vendor Application
 - Early Bird (Before April 1) \$125
 - Regular Rate (April 1 - May 1) \$175
 - Advanced Rate (May 2 - May 31) \$250
 - Final Rate (June 1 - July 1) \$500
 - Specific Location \$50 (extra)
 - Electricity \$25 (per outlet)
- Beer/Wine Garden Vendor Application 10% of total sales
- Local Arts/Crafts Vendor Application
 - Regular Rate \$45
 - Advanced Rate (May 2 - May 31) \$65
 - Specific Location \$50 (extra)
- Outside City Limits Arts/Crafts
 - Regular Rate \$65
 - Advanced Rate (May 2 - May 31) \$85
 - Specific Location \$50 (extra)
- Parade Fee (Campaigns/Businesses) \$25
- Tie-dyed Shirts \$5
- Car Show \$20

Canby's Big Weekend Street Dance Vendor Fee

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

Canby Area Transit Fees

- General Public Dial-A-Ride \$1.00 per boarding
- Complimentary Paratransit Dial-A-Ride \$1.00 per boarding
- Oregon City Dial-A-Ride \$1.00 per boarding
- Shopping Shuttle Services no charge
- Commuter and Fixed-Route Bus Service \$1.00 per boarding
- Monthly Pass \$20/calendar month
- Punch Pass (24 rides) \$20 (no expiration)
- Payroll and self-employment tax 0.6%
- Missing Transit Tax Form 10% of total tax amount due

Police Fees

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

Court Fees

• Notice of Appeal Fee	\$35
• Civil Compromise Fee	\$150
• Court Appointed Attorney Fee	\$250 per Appointment & \$150 per appointment on PV cases
• Collections Referral Fee	25% of outstanding balance (by statute), not to exceed \$250
• Discovery Fee	\$15 reports; \$25 CD/DVD; \$10 citations
• DUII Diversion Filing Fee	\$200
• Failure to Appear at Trial Fee	\$100
• Failure to Comply Suspension Fee	\$100
• Failure to Appear Suspension Fee	\$50
• Fix It Dismissal Fee	\$50
• Guilty by Default Letter Fee	\$50
• Juvenile Good Driver Deferred Sentence Fee	\$264, \$159, \$99 or \$69 based on offense class
• Late Payment Letter Fee	\$25
• Minor in Possession Deferred Sentence Fee	\$150
• Misdemeanor Deferred Sentence Fee	\$300
• Motion to Reopen Case Fee	\$35
• Parking Ticket Late Fee	City fine doubles after 14 days (fine ranges \$15 to \$25)
• Payment Plan Fee	\$25, new or refinanced plan
• Public Records Request Fee	\$5 plus .25 each additional page + postage
• Returned Check Fee	\$50 (includes demand letter certified)
• Show Cause Fee/Order to Appear Fee	\$50
• Warrant Issued Fee	\$50

Library Fees

- Library Cards

- Clackamas County residents Free
- Out-of-County Fee* \$95

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

- Overdue Items

- Adult and Children's print & non-print items 10¢ per day (\$1.00 maximum per item for all materials, except Library of Things and in-house only items)
- Laptops and accessories \$5 per hour up to replacement cost
- Library of Things items \$5 per day up to replacement cost
- Overdue Fee "Food for Fines" \$1 per food item donated
- Overdue Fee "Half Off Fines" Patron pays their fine(s) and we waive a matching amount. Only overdue fines are eligible to be waived.

- Lost or Damaged Items

Cost of material as indicated in the library's database

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

- Copying and Printing

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

Park Fees

	In City	Out of City
• Rental of Gazebo in Wait Park (waived for non-profits)	\$132	\$264
• Rental of Wait Park (waived for non-profits)	\$450	\$900
• Wait Park Banner Installation & Removal	\$176	\$176

Swim Center Fees

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

Cemetery Fees

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

Utility Fees

Street Maintenance Fee

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

Park Maintenance Fee

- Residential and Multi-family \$6.31 per dwelling unit per month
- Residential reduced rate (must meet criteria to qualify) \$3.16 per dwelling unit per month
- Commercial and Industrial \$6.31 per utility account per month

Sewer and Stormwater Fees

- Combined Sewer/Stormwater Rates (monthly):
 - Residential Single Family \$46.20
 - Residential, apartment, per unit \$46.20
 - Mobile home \$46.20
 - Reduced Sewer Rate (must meet criteria to qualify) \$32.92
 - Elementary school, per student \$1.82
 - Middle & High school, per student \$2.41
 - Transient housing (1st unit) \$46.20
 - Each additional bed \$24.26
 - Nursing home (1st two beds) \$46.20
 - Each additional bed \$24.26
 - Commercial retail, minimum \$46.20
 - per 100 cf of water use Nov-Mar \$5.78
 - Commercial government, minimum \$46.20
 - per 100 cf of water use Dec & Jan \$5.78
 - Industrial, minimum \$46.20
 - per 100 cf of water use \$5.78
- Late fee \$10 per month after 45 days delinquent
- Landlord Tenant Agreement Setup Fee \$25
- Delinquent Account Certification Fee \$50
- Sanitary Sewer Extra Strength Charges
 - BOD and TSS:
 - Concentration 0 to 300 mg/L Included in Base
 - Concentration 300 to 600 mg/L \$1.18 per pound
 - Concentration 600 to 1200 mg/L \$2.36 per pound
- Industrial Wastewater Discharge Permit \$5,000
- Industrial Wastewater Discharge Permit application review fee Staff Rate
- Sampling and Analysis Fee Actual Cost

Public Works Fees

• Public Works Labor Rate	Staff Rate
• Fleet Services Labor Rate	Staff Rate
• Equipment Rates (does not include operator, see staff rate):	
○ Vactor Truck	\$85 per hour
○ Street Sweeper	\$80 per hour
○ TV Van	\$75 per hour
○ High Ranger	\$40 per hour
○ Dump Truck	\$65 per hour
○ Backhoe	\$35 per hour
○ Pickup truck	\$15 per hour
• Street Closure Request	\$100 (waived for non-profits)
• Railroad Parking Lot Event Fee	\$50 (waived for non-profits)
• Metal Street Barricade Delivery Fee	\$400 (waived for non-profits)
• Map Copying and Research on Easements	staff rate + printing charge
• Banner Installation	\$100
• Grant Street Arch Banner Installation & Removal	\$220
• Inspections for Construction Projects (Development/Capital)	Greater of 2.5% of final construction estimate or \$560
• Work-in-Right of Way Permit/ Street Excavation (Construction)	\$125
• Work in Right-of-Way Permit Fee without street excavation	\$75
• Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee	\$100
• Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee	\$75
• Street Tree Fees for New Development	\$250 per tree, incl. planting & 1-year maintenance
• Street Signs: New and Replacements	Charge shall be determined based on state contract for similar commodity, quoted at time of request
• Design Exception	\$100
• Encroachment Application Permit Fee	\$50
• Building Number Installation Charge	\$50
• Advance Finance Public Improvement Application Fee	\$150
• Street Tree Removal Permit	\$25
• Sewer Tap Fee (on-site connection)	\$100
• House Move Permit	\$50
• Erosion Control	Base Rate, to 4 inspections
○ Single Family	\$240
○ Duplex	\$300
○ Triplex	\$360
○ Single Family Additions (disturbing < 500 sq. ft.)	\$240
	Base Rate, to 8 inspections
○ All Other Lots (Up to 1 acre)	\$500
▪ Each additional acre	\$85
▪ Each additional inspection	\$60
▪ Violations	\$1,000 per occurrence and \$250 per day if not corrected

System Development Charges

Park SDC's

- Single Family \$6,913 per dwelling unit
- Multi-Family \$7,197 per dwelling unit
- Manufactured Housing \$5,774 per dwelling unit
- Non-Residential \$558 per employee

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

Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$558 (Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$558 = \$19,921 SDC)

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

Sanitary Sewer SDC's

- Single-Family Residential SDC \$3,389 per Dwelling Unit
- Multi-Family Residential SDC \$2,710 per Dwelling Unit
- Commercial/industrial SDC Based on Wastewater Flow \$3,389
(Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC)

Stormwater and Transportation SDC's

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

Abbreviations

TSFGFA - Thousand Square Feet Gross Floor Area

TSFGLA - Thousand Square Feet Gross Leasable Area

VFP - Vehicle Fueling Position

	Stormwater	Transportation	Per
• RESIDENTIAL			
○ 210 Single Family Dwelling / ELNDT 9.52	\$295	\$4,096	Dwelling Unit
○ 220 Multifamily / ELNDT 6.7	\$207	\$2,868	Dwelling Unit
○ 230 Condo/Townhouse / ELDNT 4.93	\$152	\$2,255	Dwelling Unit
○ 240 Mobile Home Park / ELDNT 3.54	\$110	\$2,163	Dwelling Unit
○ 254 Assisted Living / ELDNT 3.87	\$83	\$1,135	Dwelling Unit
• SELECTED LAND USES			
○ 110 General Light Industrial / ELNDT 7.0	\$217	\$2,988	TSFGFA
○ 120 General Heavy Industrial / ELNDT 1.5	\$46	\$642	TSFGFA
○ 130 Industrial Park / ELNDT 6.83	\$211	\$2,374	TSFGFA
○ 140 Manufacturing / ELDNT 3.82	\$119	\$1,343	TSFGFA
○ 150 Warehouse / ELNDT 5.0	\$155	\$2,128	TSFGFA
○ 151 Mini-Warehouse / ELNDT 2.5	\$78	\$1,070	TSFGFA
○ 160 Data Center / ELDNT .99	\$32	\$448	TSFGFA
○ 310 Hotel / ELDNT 7.67	\$238	\$3,482	Room
○ 320 Motel / ELDNT 7.83	\$243	\$2,506	Room
○ 430 Golf Course / ELDNT 4.78	\$147	\$3,619	Acre
○ 444 Movie Theater w/ Matinee / ELDNT 16.37	\$507	\$99,460	Screen
○ 492 Health/Fitness Club / ELDNT 2.85	\$89	\$9,943	TSFGFA
○ 520 Elementary School (Public) / ELNDT 0.5	\$15	\$221	Student
○ 522 Middle/Jr High School / ELDNT 8.68	\$269	\$664	Student
○ 530 High School / ELDNT 8.12	\$251	\$623	Student
○ 560 Church / ELNDT 6.8	\$210	\$2,925	TSFGFA
○ 565 Day Care Center/Preschool / ELNDT 1.8	\$56	\$767	Student
○ 620 Nursing Home / ELDNT 3.87	\$121	\$2,234	Bed
○ 630 Clinic / ELNDT 33.4	\$1,035	\$14,268	TSFGFA
○ 710 General Office Building / ELNDT 11.0	\$340	\$4,713	TSFGFA
○ 720 Medical-Dental Office Building / ELNDT 36.1	\$1,118	\$15,464	TSFGFA
○ 750 Office Park / ELDNT 9.7	\$300	\$3,772	TSFGFA
○ 770 Business Park / ELDNT 10.57	\$328	\$4,193	TSFGFA
○ 812 Building Materials/Lumber Store / ELDNT 32.17	\$996	\$14,343	TSFGFA

Stormwater and Transportation SDC's (Continued)

	Stormwater	Transportation	Per
○ 814 Specialty Retail Center / ELNDT 16.4	\$508	\$7,011	TSFGLA
○ 815 Free Standing Discount Store / ELDNT 17.1	\$529	\$3,162	TSFGLA
○ 820 Shopping Center / ELDNT 15.9	\$492	\$6,792	TSFGFA
○ 841 Auto Sales / ELDNT 35.75	\$1,107	\$14,923	TSFGFA
○ 848 Tire Store / ELDNT 10.74	\$333	\$4,157	TSFGFA
○ 850 Supermarket / ELDNT 54.9	\$1,700	\$23,525	TSFGFA
○ 853 Convenience Market / ELDNT 120.9	\$3,743	\$51,735	TSFGFA
○ 862 Home Improvement Super Store / ELDNT 7.51	\$233	\$2,748	TSFGFA
○ 880 Pharmacy/Drugstore / ELDNT 38.6	\$1,194	\$16,513	TSFGFA
○ 881 Pharm/Drug w/ Drive Through / ELDNT 17.29	\$535	\$5,206	TSFGFA
○ 890 Furniture Store / ELDNT 2.4	\$74	\$227	TSFGFA
○ 911 Bank/Savings: Walk-in / ELDNT 69.7	\$2,158	\$29,816	TSFGFA
○ 912 Drive in Bank / ELDNT 31.4	\$973	\$2,234	TSFGFA
○ 925 Drinking Place / ELDNT 4.42	\$136	\$45,978	TSFGFA
○ 931 Quality Restaurant / ELDNT 25.7	\$796	\$10,972	TSFGFA
○ 932 High Turnover Sit Down Restaurant / ELDNT36.23	\$1,122	\$4,629	TSFGFA
○ 934 Fast Food Restaurant / ELDNT 106.7	\$3,304	\$45,653	TSFGFA
○ 938 Coffee/Donut Drive Through / ELDNT 243	\$7,523	\$12,216	TSFGFA
○ 942 Automobile Care Center / ELDNT 14.8	\$458	\$6,124	TSFGFA
○ 943 Auto Parts / ELDNT 1.52	\$48	\$4,742	TSFGFA
○ 944 Gasoline/Service Station / ELDNT 30.4	\$880	\$13,321	VFP
○ 945 Gas/Service Station w/ Market / ELDNT 17.9	\$554	\$546	VFP
○ 946 Gas/Service Station w Car Wash / ELDNT 17.9	\$544	\$1,549	VFP

Planning Fees

• Staff Rate for Projects, Research and Miscellaneous Work not Captured by Normal Fees	\$125 per hour
• Addressing Fees	\$125 for new or change of address plus \$10 per lot of parcel for land division
• Addressing (Prior to Recorded Plat)	\$250 Base Fee Plus \$10 Per parcel or lot
• Annexations	
Annexation with Development Concept Plan (DCP)	
o Less than 1 acre	\$3,000 - (Base Fee)
o 1 – 10 Acres	Plus \$150 per Acre
o 11 – 50 Acres	Plus \$100 per Acre
o 51+ Acres	\$5,000
• Appeals	
o Type I or Type II Land Use Decision (refunded if appellant prevails at the hearing)	\$250
o Type III Land Use Decision	\$1,980
• Building Permit Site Plan Review	
o Single Family House	\$275 per application
o Duplex (including conversions of single family to duplex)	\$275 per application
o Non-Living Space addition (garage, carport, porch, etc)	\$150 per application
o Living Space addition (expansion and/or creation of accessory dwelling)	\$175 Plus SDC's, if applicable
o Accessory Dwelling Unit (ADU)	\$200 Plus SDC's, if applicable
o Multifamily	\$60 per unit (first 20 units)/\$12 per each additional unit)
o Demolitions (Residential)	\$100
o Demolitions (Commercial or Industrial)	\$100
o Residential or Commercial tenant improvements and remodels not involving additional square footage	\$100
o Residential remodel / interior alteration requiring building permit review. No expansion of footprint or alteration to the exterior of the structure.	\$100
o Signs	\$150 (\$25 for each additional sign)
o Existing Wireless Telecommunications System Facility/Tower Modification	\$500
o Small Cell Wireless Deployment in the Right-of-Way	\$100 per location plus any additional actual cost required for outside consult or technical review by consulting engineer
o All other commercial and industrial based on building square footage:	
▪ 0 to 2,000 square feet	\$300
▪ 2,001 to 5,000 square feet	\$350
▪ 5,001 to 10,000 square feet	\$500
▪ 10,001 to 50,000 square feet	\$650
▪ 50,001 to 100,000 square feet	\$900
▪ 100,001 square feet and up	\$1,050

Planning Fees (Continued)

• Comprehensive Plan Amendment	\$3,290 (plus \$720 if Measure 56 notice is required)
○ Legislative Text	\$6,000
○ Legislative or Quasi-Judicial Map	\$4,000
• Conditional Use Permit	\$3,000
• Construction Excise Tax	\$1 per sq. ft. per residential dwelling unit
• Exception Application for Access Management Plan (16.46.070B)	\$100
• Food Cart Pods	\$2,000
• Interpretation	\$550
• Interpretation of Development Code by Planning Director	\$1,500
• Interpretation of Development Code by Planning Commission	\$2,500
• Modification to approved applications – Minor	\$400
• Modification to approved applications – Intermediate	\$2,500 + staff time over 20hrs @ \$125/hr
• Modification to approved applications – Major	\$2,500 + cost of new application of that type
• Property Line Adjustment	\$750
• Verification of a Non-Conforming Use	\$750
• Alteration / Expansion of a Non-Conforming Use	\$2,500
• Parking Lot/Paving Projects	\$310
• Partition	\$1,400
• Planned Unit Development	\$3,250
• Plat (Final) Review - Partition	\$750
• Plat (Final) Review - Subdivision	\$1,500
• Pre-Application Conference	
○ Type I or II Pre-Application Conference	\$720
○ Types III or IV (Quasi-Judicial Review)	\$1,500
○ If detailed written meeting notes requested, otherwise, a recording will be provided	\$250
• Preconstruction Conference	\$1,000 + staff rate over 2 hours
• Public Improvement Engineering Plan Review Fee (Includes the following ROW Infrastructure: Street Pavement, Curbs, Driveway Returns, Sewer, Storm Drainage, Sidewalks, and Street Trees.)	3% of public improvement installation costs (\$30,000 maximum)
• Right-of-Way Vacation Fee	\$2,500
• Sidewalk Café Annual Permit Fee	\$50
• Sidewalk Café Annual Right of Way Rental Fee	\$2
• Site and Design Review (Type II)	\$1,000 plus %0.2 of estimated total project cost, max \$15,000

Planning Fees (Continued)

• Site and Design Review (Type III)	\$2,500 plus %0.2 of estimated total project cost, max \$20,000
• Site Plan Development Engineering Plan Review Fee	
○ Up to 0.25 Acres	\$500
○ Over 0.25 up to 2 Acres	\$1,000
○ Over 2 up to 5 Acres	\$1,500
○ Over 5 up to 8 Acres	\$2,000
○ Over 8 Acres	\$2,500 (Maximum)
• Special Permit (hardship)	\$105
• Subdivision – 4 or more Lots	3,500 (Base Fee) plus \$115 per lot
• Temporary Vendor Permit	\$100 (\$50 non-profit)
• Temporary Vendor Permit Renewal	\$50 (\$25 non-profit)
• Traffic Engineering Scope	\$800 min. \$1,000 max. deposit
• Traffic Study Review	Applicant pays actual costs
• Traffic Impact Study	Applicant pays actual costs
• Variance	
○ Major	\$3,000
○ Minor Setback	\$700
○ Minor Sign	\$250
• Withdrawal of Territory	
○ < 1 acre	\$3,000 (base fee)
○ 1-10 acres	Plus \$79 per acre
○ 11-50 acres	Plus \$41 per acre
○ 51+ acres	Plus \$8 per acre
• Zoning Letter	
○ Basic (zone and use verification)	\$200
○ Expansive (conformance research)	\$1,000
○ LUCs (Land Use Compatibility Statement)	\$125
• Zoning Map Amendment	\$4,000
• Zoning Text Amendment	\$4,000

Building Fees

- Building Permit Fee
 - \$0 to \$3,000 valuation \$80
 - \$3,001 to \$25,000 valuation \$80 for the first \$3,000 and \$12 for each additional \$1,000 or fraction thereof
 - \$25,001 to \$50,000 valuation \$344 for the first \$25,000 and \$9 for each additional \$1,000 or fraction thereof
 - \$50,001 to \$100,000 valuation \$569 for the first \$50,000 and \$6 for each additional \$1,000 or fraction thereof
 - \$100,001 and up \$869 for the first \$100,000 and \$5 for each additional \$1,000 or fraction thereof
 - Plan Review Fee 100% of Building Permit fee
- Temporary Certificate of Occupancy \$250
- Deferred submittal processing and reviewing fee Equal to the building permit fee for the valuation of the particular deferred portion or portions of the project, with a set minimum fee of \$300
- Phased or Partial Building Permit plan review fee \$300 plus 10% of the total project building permit fee not to exceed \$2,000 for each phase in addition to above fees
- Inspections outside of normal business hours \$160/hr (minimum charge – two hours)
- Re-inspection Fees \$80
- Inspections for which no fee is specifically indicated \$160/hr (minimum charge – 1/2 hour)
- Additional plan review required by changes, additions, or revisions to proposed or approved plans \$160/hr (minimum charge – 1/2 hour)
- Manufactured Dwelling Installation
 - Installation and set up \$350
 - Earthquake bracing when not a part of original installation \$280
- Prescriptive Flat Fee Solar Installation \$240
- Residential Fire Suppression Systems Combined Plan Permit and Plan Check Fees:
 - 0 sq. ft to 2,000 sq. ft. \$160
 - 2001 sq. ft. to 3600 sq. ft. \$210
 - 3601 sq. ft. to 7200 sq. ft. \$269
 - 7201 sq. ft. and greater \$377
- Mechanical Fee Schedule for New and Additions or Alterations, to One- and Two-Family Dwellings:
 - Install/Replace Furnace: Up to 100,000btu \$24.75 per appliance
 - Install/Replace Furnace: Over 100,000btu \$31.50 per appliance
 - Install/Replace/Relocate Heaters: \$24.75 per appliance
Suspended, Wall or Floor Mounted.
 - Appliance Vent \$12.50 per appliance
 - Alteration Of Existing HVAC System \$24.75
 - Air Handling Units \$18.75 per appliance
 - Air Conditioning under 100,000btu \$24.75 per appliance
 - Air Conditioning over 100,000btu \$46.50 per appliance
 - Dryer Exhaust \$18.75 per appliance

Building Fees (Continued)

○ Hood	\$18.75 per appliance
○ Exhaust Fan Connected To A Single Duct	\$12.50 per appliance
○ Gas Piping: 1 To 4 Outlets	\$8.25
○ Gas Piping: Each Additional Outlet	\$2.25 per outlet
○ Fireplace	\$18.75 per appliance
○ Wood Stove	\$18.75 per appliance
○ Other	\$18.75 per appliance
○ Minimum Permit Fee	\$80
○ Plan Review Fee (Mechanical)	100% of Mechanical Permit fee
• Mechanical Fees for New and Additions or Alterations to Commercial, Multi-Family and Industrial Projects	
○ \$0.00 to \$5000.00 valuation	\$80
○ \$5001.00 to \$10,000.00 valuation	\$80 for the first \$5000 and \$3 for each additional \$100 or fraction thereof
○ \$10,001.00 to \$100,000 valuation	\$230.00 for first \$10,000.00 and \$12.00 for each additional \$1,000.00 or fraction thereof
○ \$100,001.00 and up	\$1,310 for the first \$100,000 and \$10 for each additional \$1,000 or fraction thereof
○ Plan Review Fee (Mechanical)	37% of Mechanical Permit fee
• Grading Permit Fee Schedule	
○ 50 cubic yards or less	\$80
○ 51 to 100 cubic yards	\$117
○ 101 to 1,000 cubic yards	\$117 for the first 100 cubic yards, plus \$55 for each additional 100 cubic yards or fraction thereof
○ 1,001 to 10,000 cubic yards	\$612 for the first 1,000 cubic yards, plus \$46 for each additional 1,000 cubic yards or fraction thereof
○ 10,001 to 100,000 cubic yards	\$1026 for the first 10,000 cubic yards, plus \$210 for each additional 10,000 cubic yards or fraction thereof
○ 100,001 cubic yards and up	\$2916 for the first 100,000 cubic yards, plus \$115 for each additional 10,000 cubic yards or fraction thereof
○ Plan Review Fee (Grading)	65% of Grading Permit fee

RESOLUTION NO. 1410

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE FOR FISCAL YEAR 2025.

WHEREAS, public hearings, giving citizens an opportunity to comment on the use of state revenue sharing funds were held before the Budget Committee on May 16, 2024, May 23, 2024 and again on May 30, 2024 and before City Council on June 19, 2024.

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

Section 1 Pursuant to ORS 221.770, the City of Canby hereby elects to receive state revenues for fiscal year 2025.

This Resolution 1410 shall be effective on June 19, 2024.

ADOPTED this 19th day of June, 2024 by the Canby City Council.

ATTEST:

Brian Hodson
Mayor

Maya Benham, CMC
City Recorder

RESOLUTION NO. 1411

A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND IMPOSING AND CATEGORIZING TAXES FOR THE 2025 FISCAL YEAR

WHEREAS, a public hearing for the 2025 City Budget as approved by the Budget Committee was duly and regularly advertised and held on June 19, 2024;

WHEREAS, the City Council of Canby proposes to levy the taxes provided for in the adopted budget at the permanent rate of 3.4886 per \$1,000 and a local option levy of 0.49 per \$1,000 of assessed property value and that these taxes be levied upon all taxable property within the district as of July 1, 2024; and

WHEREAS, the following allocation and categorization subject to the limits of section.11b, Article XI of the Oregon Constitution make up the above aggregate levy; now therefore:

RESOLUTION IMPOSING AND CATEGORIZING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed and categorized for the tax year 2024-2025 upon the assessed value of all taxable property within the district:

General Government Limitation

- (1) At the rate of \$3.4886 per \$1,000 of assessed value for permanent rate tax;
- (2) At the rate of \$0.4900 per \$1,000 of assessed value for local option tax; and

Excluded from Limitation

- (3) In the amount of \$0 for debt service for general obligation bonds;

RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the City Council of the City of Canby hereby adopts the budget for fiscal year 2025 in the total of \$94,882,430. This budget is now on file at City Hall, 222 NE 2nd Ave., Canby, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below are hereby appropriated:

Total APPROPRIATIONS , Planning,	
Building, Street, & Sewer Combined Funds	\$ 22,397,271
Total APPROPRIATIONS , All Remaining General,	
Library, Transit, Swim, Transient Room Tax, SDC,	
Cemetery Perpetual Care, Forfeiture, Facilities, Fleet,	
Tech Services Funds	\$ 40,899,149
Unappropriated and Reserve Amounts, All Funds	\$ 31,586,010
TOTAL ADOPTED BUDGET	<u>\$ 94,882,430</u>

General Fund	
Administration	\$ 1,101,674
HR/Risk Mgmt	1,044,022
Court	624,416
Finance	961,921
Planning	1,059,686
Building	162,060
Police	9,090,643
Parks	5,929,691
Cemetery	320,750
Economic Dev.	865,641
Not Allocated	
Personnel Services	90,000
Materials & Services	1,048,955
Special Payments	20,000
Transfers Out	335,000
Contingency	150,000
TOTAL	\$ 22,804,459

Library Fund	
Library	\$ 1,439,258
Debt Service	15,000
Special Payments	15,000
Transfers Out	733,246
Contingency	71,963
TOTAL	\$ 2,274,467

Transit Fund	
Transit	\$ 3,988,302
Transfers Out	311,309
Contingency	161,315
TOTAL	\$ 4,460,926

Swim Levy Fund	
Swim	\$ 1,048,500
Transfers Out	183,049
Contingency	48,425
TOTAL	\$ 1,279,974

Transient Room Tax Fund	
Tourism Promotion	\$ 9,950
Tourism Enhancement	5,000
TOTAL	\$ 14,950

Streets Fund	
Streets	\$ 10,615,968
Transfers Out	230,316
Contingency	85,106
TOTAL	\$ 10,931,390

SDC Fund	
Transfers Out	\$ 8,300,000

Cemetery Perpetual Care Fund	
Transfers Out	\$ 500,000

Forfeiture Fund	
Forfeiture	\$ 10,000

Facilities Fund	
Facilities	\$ 656,450
Contingency	32,823
TOTAL	\$ 689,273

Fleet Fund	
Fleet	\$ 909,603
Contingency	45,480
TOTAL	\$ 955,083

Tech Services Fund	
Tech Services	\$ 796,814
Contingency	34,950
TOTAL	\$ 831,764

Sewer Fund	
WWTP	\$ 2,871,846
Collections	4,766,975
Stormwater	1,625,537
Not Allocated	
Personnel Services	44,500
Materials & Services	353,000
Transfers Out	416,159
Contingency	166,118
	\$ 10,244,135

The above resolution statements were approved and declared adopted on this 19th day of June, 2024.

Brian Hodson, Mayor

Maya Benham, CMC
City Recorder

RESOLUTION NO. 1412

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE CEMETERY PERPETUAL CARE FUND TO THE LIBRARY FUND IN THE AMOUNT OF \$500,000 AND AUTHORIZING REPAYMENT OF THE INTERFUND LOAN IN FISCAL YEAR 2025.

WHEREAS, the City of Canby adopted a budget and appropriated funds for Fiscal Year 2025 by Resolution 1412, which provided for an interfund loan from the Cemetery Perpetual Care Fund to the Library Fund, and provided for repayment of the interfund loan;

WHEREAS, ORS 294.460 provides that one fund may loan funds to another fund for operational purposes, provided that the loan is approved by resolution of the governing body and that such loan is scheduled to be repaid no later than the subsequent fiscal year;

WHEREAS, The Library Fund does not have sufficient reserves to cover the anticipated operating costs prior to the receipt of property tax revenue from Clackamas County in January 2025; and

WHEREAS, it is the intent of the City to loan these funds at the rate earned by the State of Oregon Local Investment Pool during the period these funds are outstanding.

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

1. The Cemetery Perpetual Care Fund is authorized to loan to the Library Fund an amount up to \$500,000 in FY 2025.
2. The loan shall be repaid in FY 2025 with interest bearing at the rate earned by the State of Oregon Local Investment Pool.
3. The Library Fund is authorized to repay to the Cemetery Perpetual Care Fund the principal amount borrowed in FY 2025 plus interest at the rate earned by the State of Oregon Local Investment Pool.

This Resolution shall take effect on July 1, 2024.

ADOPTED this 19th day of June, 2024 by the Canby City Council.

ATTEST:

Brian Hodson
Mayor

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Kevin Aguilar, HR Director
Agenda Item: Consider Resolution No. 1413: A Resolution Extending Workers Compensation Coverage to Volunteers of the City of Canby and repealing Resolution 1390.

Summary

The City of Canby provides workers compensation coverage to volunteers, elected City officials and City boards and commissions. Coverage is provided through a resolution, which is reviewed annually to capture any changes from current or prior year(s) or as a result of new legislation or mandated changes. The City's insurance provider, SAIF, requires the City to have a current volunteer resolution on file. The volunteer resolution specifically lists which types of non-public safety volunteers will be covered. By insuring our volunteers, the City limits its liabilities and protects its financial standing.

Recommendation

Staff recommends the Council approve Resolution No. 1413.

Proposed Motion

"I move to approve Resolution 1413, A Resolution Extending Workers Compensation Coverage to Volunteers of the City of Canby and Repealing Resolution 1390."

RESOLUTION NO. 1413

A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CANBY AND REPEALING RESOLUTION 1390.

WHEREAS, the Canby City Council elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the Volunteer Election Form, noted on SAIF payroll schedule, and verified at audit.

1. Public Safety Volunteers.

☐Applicable

☒Non-applicable

An assumed monthly wage of \$800 per volunteer will be used for public safety volunteers in the following volunteer positions:

☒ Police reserve

2. Volunteer boards, commissions, and councils for the performance of administrative duties.

☒Applicable

☐Non-applicable

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- a. Bike and Pedestrian Committee
- b. City Council & Mayor
- c. Library Board
- d. Parks and Recreation Advisory Board
- e. Planning Commission
- f. Public Transit Advisory Committee
- g. Traffic Safety Commission

3. Non-public safety volunteers.

☒Applicable

☐Non-applicable

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. SAIF will assign the appropriate classification code according to the type of volunteer work being performed.

☒ General administrative/clerical

☒ Library

☒ Parks / Public Works

4. Public Events

☒Applicable

☐Non-applicable

City volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation:

- a. Canby Independence Day Celebration
- b. Canby Street Dance
- c. Tree Lighting Event

5. Community Service Volunteers/Inmates ☒ **Applicable** ☐ **Non-applicable**

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by the City of Canby Municipal Court. Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

6. Other Volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided, that the City of Canby:

- a. Provides at least two weeks' advance written notice to SAIF underwriting requesting the coverage
- b. SAIF approves the coverage and date of coverage
- c. SAIF provides written confirmation of coverage

City of Canby agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Canby to provide for workers' compensation insurance coverage as indicated above. This resolution will be reviewed annually.

This resolution shall take effect July 1, 2024.

ADOPTED this 19th day of June, 2024, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 6/19/2024

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Scott Schlag, Finance Director
Agenda: <<TENTATIVE>> Consider Resolution No. 1414: A Resolution adopting a Supplemental Budget for the 2023-2024 Fiscal Year.

Summary

Adoption of Resolution 1414, adopting a Supplemental Budget for the 2023-2024 Fiscal Year.

Background

To maintain compliance with local budget law, an appropriation transfer resolution must be adopted to allow for the increase and decrease in expenditure appropriations between departments.

Finance is currently scrutinizing expenditure activity up to the most current date in order to determine if a supplemental budget is needed by the June 19, 2024 council meeting. Management determined best practice would be to complete the staff report and advise Council this is a placeholder for a possible supplemental budget as the funds are analyzed and payments, such as payroll, clear during the final month.

Attachments

Resolution 1414

Fiscal Impact

An appropriation transfer to increase and decrease expenditure appropriations between departments.

Options

Approve the budget appropriation transfers to stay in compliance with Oregon Budget Law.

Do not approve the budget appropriation transfers creating a situation where we would be in violation of Oregon budget law and subject to an audit finding.

Proposed Motion

"I move to adopt Resolution 1414, A Resolution Adopting Budget Appropriation Transfers for the 2023-2024 Fiscal Year."