



CITY COUNCIL Agenda – Amended 8/15/2025

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

August 20, 2025

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

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. PIER GRANT PRESENTATION

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 August 20, 2025, 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. Consider Approval of the July 16, 2025, City Council Work Session and Regular Meeting Minutes.
- b. Consider Approval of the July 30, 2025, City Council Special Called Meeting Minutes.

5. PUBLIC HEARING

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 August 20, 2025, 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 Fence Code Update: Consider **Ordinance No. 1655:** An Ordinance Adopting revisions to Chapters 16.04, *Definitions*, and 16.08, *General Provisions*, of the Canby Municipal Code related to fence standards. (*First Reading*)

6. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1654**: An Ordinance Authorizing the Interim City Administrator to Enter into a Collective Bargaining Agreement (CBA) Between the City of Canby, Oregon, and AFSCME Council 75, Local 350-6. (*Second Reading*)
- b. Consider **Ordinance No. 1656**: An Ordinance Authorizing the Interim City Administrator to Enter into a Contract with Scott Edwards Architecture LLP in the Amount of \$165,750 for the Design Development, Permitting, Bidding, and Construction Administration for the Remodel of the Canby Swim Center. (*First Reading*) – Amended to add attachments

7. OLD BUSINESS

8. NEW BUSINESS

- a. Letter of City Council Support for DLCD Grant Application

9. MAYOR'S BUSINESS

10. COUNCILOR COMMENTS & LIAISON REPORTS

11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT

12. CITIZEN INPUT

13. ACTION REVIEW

14. ADJOURN

EXECUTIVE SESSION – 8:00 PM (After the Regular Meeting but no earlier than 8:00 PM)

1. CALL TO ORDER

2. **EXECUTIVE SESSION:** Pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

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 Teresa Ridgley at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.

**CANBY CITY COUNCIL
WORK SESSION MINUTES
July 16, 2025**

PRESIDING: Traci Hensley

COUNCIL PRESENT: Brian Hodson (virtual), Paul Waterman, Daniel Stearns, and James Davis.

COUNCIL ABSENT: Herman Maldonado and Jason Padden.

STAFF PRESENT: Randy Ealy, Interim City Administrator; Teresa Ridgley, Deputy City Recorder; Jamie Stickel, Economic Development Director/Communications Specialist; Todd Wood, Fleet/Transit/IT Director; Heidi Muller, Transit Operations Manager; Jerry Nelzen, Public Works Director and Spencer Polack, Public Works Supervisor.

CALL TO ORDER: Council President Hensley called the Work Session to order at 6:02 p.m.

HOUSING PRODUCTION STRATEGY: Don Hardy, Planning Director, Jodi Gollehon, Attorney for BEH Law, and Emma Porricolo, Associate Planner, gave a presentation on the Housing Production Strategy process.

They gave a background on the sequential UGB process and findings from the 2023 Housing Needs Analysis highlighting the need for 2,286 new dwelling units including 500 low to moderate income housing units. Over 29% of households in Canby spend over 50% of income on rent, a jump from 17% of households in 2019. They explained the affordability levels per HUD, purpose of the Housing Production Strategy, October 23 comments from DLCD, how Canby's strategies compared to other cities, stakeholder input from the HPS, and proposed strategies. The three new strategies to be added to the HPS were: SDC payment plan, full or partial SDC waivers for regulated affordable housing, and allocating CET funds towards affordable housing. The strategies aimed to meet the 0-60% MFI range for regulated affordable housing. They then reviewed the existing regulated affordable housing in Canby and other ownership model examples as well as possible restrictions. The SDC payment plan would allow developments subject to SDCs to use a 10-year payment plan (with interest) to pay the required SDCs. They explained the cities that used this tool, affordability target, and implementation. The full or partial SDC waiver would waive a portion or all the SDCs for affordable housing projects. Staff recommended creating criteria for developments (such as affordability rate and period) to provide more certainty for affordable housing developers. They explained the cities that used this tool, affordability target, and implementation. Construction Excise Taxes (CETs) were a flexible funding source derived from new development. The City currently charged \$1 per square foot of floor area for new development. The cities that used this tool, affordability target, and implementation were described. The Planning Commission was supportive of these strategies. One Commissioner suggested expanding focus beyond the 0-60% MFI range, acknowledging that many people could not afford homes even at lower price points due to down payment requirements and rising interest rates. They then reviewed the adopted vs. to be adopted HPS strategies.

The Council discussed the potential impact of deed restrictions on property taxes, concerns about the long-term financial impacts of waiving SDCs for parks and streets, obligations this would put on the City, financing SDCs, process to adopt the Housing Production Strategy, how CET funds could be used for affordable housing projects, if the CET would slow the development of housing and make Canby less attractive to businesses, increasing the MFI percentage for affordable housing projects, the importance of focusing on entry-level housing rather than apartments to create long-term community investment, how developers could choose a variety of these strategies if they qualified, keeping the units affordable, and expediting projects.

Staff agreed to provide more detailed information on the financial impacts of waiving SDCs and to expedite some projects to address the current affordable housing crisis. The Council would review specific project proposals in the future, including a potential Bancroft bonding act financing option.

Council President Hensley adjourned the Work Session at 6:58 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
July 16, 2025**

PRESIDING: Traci Hensley

COUNCIL PRESENT: Brian Hodson (virtual), Paul Waterman, Daniel Stearns, James Davis, and Herman Maldonado.

COUNCIL ABSENT: Jason Padden

STAFF PRESENT: Randy Ealy, Interim City Administrator; Teresa Ridgley, Deputy City Recorder; Jamie Stickel, Economic Development Director/Communications Specialist; Jerry Nelzen, Public Works Director; Don Hardy, Planning Director; Emma Porricolo, Associate Planner; Marisa Ely, Library Director; Todd Wood, Fleet/Transit/IT Director; and Heidi Muller, Transit Operations Manager.

CALL TO ORDER: Council President Hensley called the meeting to order at 7:04 p.m.

NEW EMPLOYEE INTRODUCTIONS: None.

FOURTH OF JULY RECAP: Tyler Nizer, Economic Development and Tourism Coordinator, highlighted the successes of the First Thursday Night Market and the Canby Independence Day Celebration. He thanked the City Council for their support and acknowledged the efforts of volunteers, sponsors, and local businesses.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Paul Ylvisaker, Canby resident, raised concerns about noise and illegal fireworks in his neighborhood during the 4th of July. He questioned the penalties for such activities and urged the Council to address the issue. The Council agreed to review the list of questions and follow up with him.

CONSENT AGENDA: ****Councilor Maldonado moved to approve the Consent Agenda including the June 11, 2025, City Council Special Called Work Session Minutes, June 16, 2025, Special Called Meeting Minutes, and the June 18, 2025, City Council Work Session and Regular Meeting Minutes. Motion was seconded by Councilor Davis and passed 5-0.**

ORDINANCES AND RESOLUTIONS:

Ordinance 1650 – ****Councilor Davis moved to adopt ORDINANCE 1650, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF CANBY, OREGON, AND THE CANBY POLICE ASSOCIATION. Motion was seconded by Councilor Maldonado and passed 5-0 by roll call vote.**

Ordinance 1651 – Jerry Nelzen, Public Works Director, said this was the contract to construct a new park in the Auburn Farms subdivision. A lot of public input had been given on the design. They received 10 bids and were able to come in under budget.

There was discussion regarding the reasons it took so long to get this park developed and other parks still waiting to be developed.

****Councilor Waterman moved to approve ORDINANCE 1651, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KONELL CONSTRUCTION & DEMOLITION CORPORATION IN THE AMOUNT OF \$2,090,927 FOR THE CONSTRUCTION OF AUBURN FARMS PARK to come up for second reading on August 6, 2025. Motion was seconded by Councilor Davis and passed 5-0 on first reading.**

Ordinance 1652 – Don Hardy, Planning Director, said this was a continuation of the work for the Comprehensive Plan update and Urban Growth Boundary expansion. They had secured two grants and were planning to apply for upcoming grants.

****Councilor Stearns moved to approve ORDINANCE 1652, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO AMEND THE CONTRACT FOR THE COMPREHENSIVE PLAN, TRANSPORTATION PLAN, AND UGB WORK WITH 3J CONSULTING to come up for second reading on August 6, 2025. Motion was seconded by Councilor Maldonado and passed 5-0 on first reading.**

Ordinance 1653 – Todd Wood, Fleet/Transit/IT Director, and Heidi Muller, Transit Operations Manager, said this was a request to purchase a utility truck for transit, fleet, and public works services. The declaring an emergency was in order to purchase the truck that was already on the lot.

It was confirmed that this was a new truck and that certified pre-owned vehicles had also been looked at.

****Councilor Davis moved to adopt ORDINANCE 1653, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO PURCHASE ONE (1) F-250 SUPER DUTY UTILITY TRUCK FOR CANBY AREA TRANSIT FROM LANDMARK FORD AND DECLARING AN EMERGENCY to come up for second reading on August 6, 2025. Motion was seconded by Councilor Maldonado and passed 5-0 on first reading.**

Resolution 1441 – Jamie Stickel, Economic Development Director/Communications Specialist, and Rick Williams, Consultant, presented a resolution for adopting the Canby Downtown Parking Management Strategy Update and Implementation Guide. They discussed the parking management study for downtown Canby and public open house. The study involved data collection on both on-street and off-street parking spaces, with measurements taken on a typical weekday (Thursday) and weekend (Saturday market day). They explained the project purpose, why parking should be managed, project study area, on street parking demand, current parking for on street weekdays and Saturdays, off street parking demand, current parking environment, “core zone,” current parking for the core zone on a weekday and a Saturday, public open house input for the 2025 Parking Plan, key data findings, and key actions.

The analysis revealed that while overall downtown parking demand was moderate, there were specific high-demand corridors where parking was constrained, particularly along Holly Street where 38% of stalls had no time limits. The presentation highlighted that 89% of off-street parking was privately owned, and the core downtown area experienced peak occupancy of 84%

on Saturdays and 74% on weekdays, with significant empty stalls available in both on-street and off-street systems.

Erin Walker, Canby business owner, spoke about changes to the parking on 1st Avenue with the improvement project and two-hour parking that was implemented. She was concerned about having places for employees to park and thought any time limit enforcement should be respectful of the types of businesses downtown.

There was discussion regarding the proposed time limits, establishing the core zone, addressing residential parking, times when there was no parking available, ample notice before enforcement, and parking permit options.

Ms. Walker said she would not want to charge a permit to her employees to park for work. The City needed to make sure there was enough parking downtown.

****Councilor Davis moved to adopt RESOLUTION 1441, A RESOLUTION ADOPTING THE CITY OF CANBY DOWNTOWN PARKING MANAGEMENT STRATEGY UPDATE AND IMPLEMENTATION GUIDE. Motion was seconded by Councilor Maldonado and passed 5-0.**

OLD BUSINESS: Emily Guimont, City Attorney, said the Council had asked her to look into the garbage franchise agreement for the pink carts program. The agreement did specify the color and dimensions of the carts. It was not clear if a donation counted as gross revenue. She could put together a resolution that would allow the donation program.

There was discussion regarding putting an emblem on the carts as an alternative to pink carts. The Council agreed staff should come back with a resolution.

NEW BUSINESS: None

MAYOR'S BUSINESS: Mayor Hodson thanked staff for the 4th of July event.

COUNCILOR COMMENTS & LIAISON REPORTS:

Council President Hensley reported on the Traffic Safety Commission meeting and French Prairie Forum.

Councilor Davis reported on the Parks and Recreation Advisory Board meeting where Dr. Perman's property, Maple Street Park parking and bathrooms, Logging Road, and grant for Community Park Pond were discussed. He thanked staff and volunteers for the 4th of July event and the park bench in memory of Jeff Snyder. He also discussed the Three-on-Three Basketball Tournament.

The Council was in favor of moving forward with the grant for Community Park.

Councilor Stearns attended the Canby Utility Board meeting and Citizens Academy. He suggested adding angled parking on Fir Street and Third Avenue and reviewing the police contract compensation strategy.

Councilor Waterman said work on the connection to the Logging Road trail to 99E had begun. He thanked staff for the 4th of July and staff reports. The Library Board had a new chair. There were two openings on the Bike and Pedestrian Committee.

Councilor Maldonado also thanked staff for the 4th of July.

CITY ADMINISTRATOR'S BUSINESS: Randy Ealy, Interim City Administrator, recognized the leadership team in attendance tonight. He discussed the recent 12-inch water line break and what was good and what was learned through the incident. Knights Bridge would be closed again tomorrow and the Canby Ferry had extended their hours to mitigate the closure. There would be night paving on Arndt and Airport Roads. He highlighted new fiscal year expenditures that were underway.

Ms. Stickel and Mr. Nelzen explained the scope of work for the Street Maintenance Fee and how it would be addressed in the next 30-60 days.

CITIZEN INPUT: None

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance 1650.
3. Approved Ordinances 1651, 1652, and 1653 to come up for second reading on August 6, 2025.
4. Adopted Resolution 1441.
5. Directed the City Attorney to draft a resolution allowing the pink carts donation program with Canby Disposal.

****Councilor Maldonado moved to go into Executive Session pursuant to ORS 192.660(2)(d) Labor Negotiations. Motion was seconded by Councilor Davis and passed 5-0.**

Council President Hensley read the Executive Session statement and adjourned the Regular Meeting at 9:06 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
SPECIAL CALLED MEETING
July 30, 2025**

PRESIDING: Traci Hensley

COUNCIL PRESENT: Paul Waterman, Daniel Stearns, James Davis, Herman Maldonado (attended virtually), and Jason Padden.

COUNCIL ABSENT: Brian Hodson.

STAFF PRESENT: Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; and Jamie Stickel, Economic Development Director/Communications Specialist.

CALL TO ORDER: Council President Hensley called the City Council Special Called Meeting to order at 7:00 p.m.

CITIZEN COMMENT: None.

CONSIDERATION OF SETTING PUBLIC HEARING AND DEPARTMENT OF LAND CONSERVATION & DEVELOPMENT NOTICE SUNDER ORS 197.520 (3): Randy Ealy, Interim City Administrator, and Ashleigh Dougill, Beery, Elsner, and Hammond, were available to present. Mr. Ealy stated this meeting was a procedural step after last week's meeting with Canby Utility. Tonight's meeting is to direct staff to notify the Department of Land Conservation & Development that the city was examining the requirements for declaring a moratorium on construction land development to otherwise take all necessary actions to satisfy the requirements of ORS 197.520. A public hearing date would be set in the future. Bonneville Power, Portland General Electric, and Canby Utility were coming to make a presentation and discuss some of the constraints they are facing and to address large-load energy supply constraints.

****Councilor Padden moved to examine the requirements for declaring a moratorium on construction or land development and to otherwise take all necessary actions to satisfy the requirements of ORS 197.520. Motion was seconded by Councilor Davis and passed 6-0.**

CITIZEN COMMENT: None.

Councilor Davis asked what the next step was on communications. Mr. Ealy responded there was a final press release collaboratively written with the Canby Utility Board and City Staff which would be released after the meeting.

Jamie Stickel shared the press release would be shared with the Canby Herald, community partners, regional partners such as Business Oregon, and representatives in the area so they all receive the information at the same time. It would also be shared with the Leadership Team, Canby Chamber of Commerce, boards and committees, and the Planning Commission. Canby Utility would share with their Board. This would provide the same message across the board. Any concerns or questions would be addressed throughout the process.

Councilor Davis suggested Mr. Ealy and Ms. Stickel meet with the Chamber Director to be sure all questions are answered to help them field questions.

Councilor Padden suggested that the plan for approach should be to approach all questions from the public based on what was in the press release, so no lines were blurred between what was discussed in Executive Sessions.

Mr. Ealy mentioned he spoke with the School Superintendent, and she would distribute the information to her Board.

Councilor Davis requested Mr. Ealy to brief the Fire Board. Ms. Stickel mentioned the Fire Board was on the communications list which received the press release.

Councilor Stearns moved to adjourn. Motion was seconded by Councilor Maldonado and passed 6-0.

Council President Hensley adjourned the Special Called City Council Meeting at 7:16 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor



CITY COUNCIL Staff Report

Meeting Date: 8/20/2025

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Ryan Potter, Planning Manager
Agenda Item: Consider **Ordinance No. 1655**, an Ordinance Adopting Revisions to Chapters 16.04, *Definitions*, and 16.08, *General Provisions*, of the Canby Municipal Code Related to Fence Standards.
Goal: Align Resources to Address Future Community Growth
Objective: Complete the Update of the City's Development Code

Summary

This is a Staff-driven request for a formal text amendment of the Canby Municipal Code (CMC). In response to community and builder concerns related to the inflexibility of the City's current fence code (CMC Sections 16.08.110, *Fences*, and 16.08.115, *Arbors*), Staff and the Planning Commission have worked together to revise and reorganize the existing code.

The proposed changes are intended to balance privacy with safety and aesthetic considerations. They were crafted under the premise that the Planning Department's planned comprehensive overhaul of the CMC (planned to begin in Winter 2025/2026) may further amend or entirely replace the code language currently under consideration.

Per the CMC, text amendments are a Type IV decision, requiring a recommendation from Planning Commission and a decision to adopt by City Council.

Background

Members of the Canby community, homeowners in particular, have increasingly expressed frustration with the development standards in the CMC that regulate fence heights and fence placement. Some of these concerns come from longstanding residents. However, the substantial residential growth that has taken place in Canby in recent years has brought a number of new homeowners and homebuilders to the community, many of whom also dislike the inflexibility of the adopted fence code. Exacerbating the issue, some homebuilders and fence contractors have chosen to ignore or disregard the fence code, putting homeowners in the tough position of owning homes with non-compliant fences and potentially facing code enforcement action.

In 2022, Planning Staff determined that the subject of residential fences needed to be revisited and decided to request direction from the Planning Commission. Because consideration of the issue had to share Staff and Commission time with other applications, projects, and planning efforts, Staff discussed residential fences with the Planning Commission incrementally over a series of six work sessions. The dates and focus of these work sessions are listed below:

- June 27, 2022 Purpose/Need, Design Principles, and Examples
- July 11, 2022 Fence Standards in Nearby Cities

- December 12, 2022 Three-Dimensional Models
- March 31, 2024 Fences on Corner Lots
- August 26, 2024 Fences in Non-Standard Conditions
- April 14, 2025 Proposed Code Language

These work sessions allowed Staff and the Planning Commission to discuss a range of interrelated issues, including urban design, neighborhood character, code enforcement, property rights, privacy, and safety. In general, the Planning Commission voiced concerns about safety—particularly related to sight distance—but also felt that the City’s fence standards for corner lots were too restrictive.

The sixth and final work session allowed the Planning Commission to review draft code language and provide final suggestions and comments.

A hearing was held on August 11, 2025, where the Planning Commission voted 5-0 to forward a recommendation of approval to the City Council. The Planning Commission voiced enthusiastic support for the proposed code amendments.

Discussion

Planning Staff request that Council consider the proposed updates to the existing fence code. Rather than completely reorganize or fully replace the existing text, the proposed updates focus on targeted edits, additions, and deletions to add clarity, reduce confusion, and adjust standards where necessary.

The Staff Report for the August 11, 2025, Planning Commission hearing (see Attachment 4) includes analysis of the text amendment’s consistency with approval criteria found in Subsection 16.88.170.D of the CMC:

D. Standards and Criteria. In judging whether or not this title should be amended or changed, the Planning Commission and City Council shall consider:

- 1. The Comprehensive Plan of the city, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;*
- 2. A public need for the change;*
- 3. Whether the proposed change will serve the public need better than any other change which might be expected to be made;*
- 4. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;*
- 5. Statewide planning goals.*

The most significant proposed change is related to how fences may be constructed in street-facing side yards of corner lots. In line with community preferences and common practice in Canby, homeowners would be allowed to “box in” their corner lot side yards with six-foot-high fences, allowing the fenced-in portion of the backyard to reach the secondary street frontage. In the current code, fences within the street-facing side yard setbacks of corner lots may not exceed three-and-a-half feet in height.

It is worth noting that some aspects of the fence issue cannot be fully resolved by the proposed code amendments. These include the City’s overall approach to code enforcement (which warrants further discussion), the size and manner of measuring sight-distance vision triangles (which will be informed by the in-progress Transportation System Plan update), and common builder practices that artificially

restrict usable outdoor space on residential lots. However, the upcoming comprehensive update to the CMC will provide additional opportunities to discuss many of these issues.

Upon adoption of the fence code update, Planning Staff plan to produce new public-facing materials (e.g., diagrams and handouts) that will be used to help educate project applicants in implementing the updated code.

Attachments

1. Ordinance No. 1655
2. Existing Chapter 16.08, *General Provisions*, of the Zoning Code
3. Proposed Code Changes
 - a. Track Changes Version
 - b. Clean Version
4. June 23, 2025, Staff Report to Planning Commission for August 11, 2025, Hearing
5. Draft Meeting Minutes – August 11, 2025, Planning Commission Hearing
6. Presentation Slides and Memo from Planning Commission Work Sessions #1-6

Fiscal Impact

None

Options

1. Approve **Ordinance No. 1655** adopting text amendment TA 25-02 as written.
2. Approve **Ordinance No. 1655** adopting text amendment TA 25-02 with amendments.
3. Reject **Ordinance No. 1655**, directing Staff to continue implementing the existing fence code.

Recommendation

Planning Staff recommend Council adoption of text amendment TA 25-02 as written. At their regularly scheduled August 11, 2025, meeting, the Planning Commission voted 5-0 to recommend adoption of the proposed text amendment as written.

Proposed Motion

"I move to approve **Ordinance No. 1655**, an Ordinance adopting revisions to Chapters 16.04, *Definitions*, and 16.08, *General Provisions*, of the Canby Municipal Code related to fence standards to a second reading on September 3, 2025."

ORDINANCE NO. 1655

AN ORDINANCE AMENDING TITLE 16 OF THE CANBY MUNICIPAL CODE INCLUDING AMENDMENTS TO CHAPTER 16.04, DEFINITIONS, AND CHAPTER 16.08, GENERAL PROVISIONS, RELATED TO FENCE STANDARDS (TA 25-02)

WHEREAS, members of the public have voiced to City staff a need for modifications to fence standards in the Canby Municipal Code so that they better align with community values related to privacy, safety, usability of open space, and neighborhood character;

WHEREAS, City Council have formally identified a Council goal to update the City's development code and have informally expressed a desire for staff to add clarity and flexibility to fence-related and other development standards that affect neighborhood design and character;

WHEREAS, City staff held six duly-noticed work sessions with the Planning Commission to discuss fence code issues and potential code amendments;

WHEREAS, City staff proposed legislative text amendments to the Canby Municipal Code amending portions of Chapter 16.04, Definitions, and Chapter 16.08, General Provisions, consistent with discussions between City staff and the Planning Commission;

WHEREAS, a staff report with appropriate findings has been prepared showing consistency of the Fence Code Update with the Canby Comprehensive Plan, Canby Municipal Code, and Statewide planning goals;

WHEREAS, at a duly-noticed public hearing on August 11, 2025, the Planning Commission found that the standards and criteria of Section 16.88.170 of the Land Development and Planning Ordinance concerning text amendments were met, and forwarded a recommendation of approval to the City Council on a 5-0 vote; and

WHEREAS, the City Council, after reviewing the record of the Canby Planning Commission regarding the proposed amendments, concluded that the Planning Commission's recommendation is appropriate as recommended.

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

Section 1. The City of Canby City Council hereby adopts the proposed Fence Code Update (City File TA 25-02) and amends the Canby Municipal Code as described in Exhibit A, which is attached to this ordinance and is incorporated by reference.

SUBMITTED the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 20, 2025 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, September 3, 2025 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, First 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 September 3, 2025, by the following vote:

YEAS_____ NAYS_____

Brian Hodson, Mayor

ATTEST:

Maya Benham, CMC
City Recorder

DIVISION III. – ZONING

Chapter 16.08 GENERAL PROVISIONS

Sections:

- 16.08.010 Compliance with title.**
- 16.08.020 Zoning map.**
- 16.08.030 Zone boundaries.**
- 16.08.040 Zoning of annexed areas.**
- 16.08.050 Prohibited parking.**
- 16.08.070 Illegally created lots.**
- 16.08.080 Area and yard reductions.**
- 16.08.090 Sidewalks required.**
- 16.08.100 Height allowances.**
- 16.08.110 Fences.**
- 16.08.115 Arbors.**
- 16.08.130 Standard transportation improvements.**
- 16.08.140 Temporary vendor.**
- 16.08.150 Mobile Food Vendor.**
- 16.08.160 Traffic Impact Study (TIS).**
- 16.08.170 Safety and Functionality Standard.**

16.08.010 Compliance with title.

No building, structure, or land shall hereafter be used or occupied, and no building, structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered contrary to the provisions of this title. No lot area, yard, or required off-street parking or loading area existing on or after the effective date of the ordinance codified in this title shall be reduced in area, dimension, or size below the minimums required by this title, nor shall any lot area, yard, or required off-street parking or loading area that is required by this title for one use be used to satisfy the lot area, yard, off-street parking or loading area requirement for any other use, except as may be provided in this title. (Ord. 740 section 10.3.05(A), 1984)

16.08.020 Zoning map.

- A.** The location and boundaries of the zones designated in this division are established as shown on the map entitled “Zoning Map of the City of Canby” dated with the effective date of the ordinance codified in this title and signed by the Mayor and the city recorder and hereafter referred to as the zoning map.
- B.** The signed copy of the zoning map shall be maintained on file in the office of the city recorder and is made a part of this title. (Ord. 740 section 10.3.05(B), 1984)

16.08.030 Zone boundaries.

Unless otherwise specified, zone boundaries are lot lines or the centerline of streets, railroad rights-of-way, or such lines extended. Where a zone boundary divides a lot into two or more zones, the entire lot shall be considered to be in the zone containing the greater lot area, provided the boundary adjustment is a distance of less than twenty feet. (Ord. 740 section 10.3.05(C), (1984))

16.08.040 Zoning of annexed areas.

Zoning of newly annexed areas shall be considered by the Planning Commission in its review and by the Council in conducting its public hearing for the annexation. (Ord. 740 section 10.3.05(D), 1984)(Ord. 1294, 2008)

16.08.050 Prohibited parking.

In addition to the provisions of the motor vehicle laws of Oregon regulating parking, no person shall park any vehicle, except an automobile, motorcycle, van or pickup truck rated no larger than one ton, on any public street or alley within any residential zone, except for an emergency or for the purpose of loading or unloading. (Ord. 740 section 10.3.05(E), 1984)

16.08.060

(Ord. 740 section 10.3.05(F), 1984; renumbered as 16.64.040(I)(6) by Ord. 1043 section 3, 2000)

16.08.070 Illegally created lots.

In no case shall a lot which has been created in violation of state statute or city ordinance be considered as a lot of record for development purposes, until such violation has been legally remedied. (Ord. 740 section 10.3.05(G), 1984)

16.08.080 Area and yard reductions.

- A.** When there are existing dwellings on the lots situated immediately to each side of a given lot and each of those neighboring lots has less than the required street yard depth, the street yard of the subject property may be reduced to the average street yard of those two abutting lots.
- B.** When there is an existing dwelling situated on a lot immediately to either side of a given lot which fronts on the same street, and such existing dwelling has a street yard which is less than half of that required in the zone, the street yard of the subject property may be reduced to a depth which is halfway between that normally required in the zone and that of the existing dwelling on the neighboring lot.
- C.** If, on the effective date of the ordinance codified in this title, a lot or the aggregate of contiguous lots held in a single ownership has less than the required area or width, the lot or lots may be occupied by a permitted use subject to the other requirements of the zone; provided that if the deficiency is one of area, residential uses shall be limited to single-family dwellings; and further provided that if the deficiency is one of width, each required interior yard may be reduced by one foot for each four feet of deficient width. In no case, however, shall such reduction result in an interior yard of less than five feet.

- D.** Where two or more contiguous substandard recorded lots are in common ownership and are of such size to constitute at least one conforming zoning lot, such lots or portions thereof shall be so joined, developed, and used for the purpose of forming an effective and conforming lot or lots. Such contiguous substandard lots in common ownership shall be considered as being maintained in common ownership after the effective date of the ordinance codified in this title for zoning purposes. (Ord. 740 section 10.3.05(H), 1984; Ord. 1237, 2007)

16.08.090 Sidewalks required.

- A.** In all commercially zoned areas, the construction of sidewalks and curbs (with appropriate ramps for the handicapped on each corner lot) shall be required as a condition of the issuance of a building permit for new construction or substantial remodeling, where such work is estimated to exceed a valuation of twenty thousand dollars, as determined by the building code. Where multiple permits are issued for construction on the same site, this requirement shall be imposed when the total valuation exceeds twenty thousand dollars in any calendar year.
- B.** The Planning Commission may impose appropriate sidewalk and curbing requirements as a condition of approving any discretionary application it reviews. (Ord. 740 section 10.3.05(I), 1984)

16.08.100 Height allowances.

The following types of structures or structural posts are not subject to the building height limitations: chimneys, cupolas, tanks, church spires, belfries, derricks, fire and hose towers, flagpoles, water tanks, elevators, windmills, utility poles and other similar projections. The height of wireless telecommunications systems facilities shall be in accordance with section 16.08.120. (Ord. 740 section 10.3.05(J), 1984; Ord. 981 section 18, 1997)

16.08.110 Fences.

- A.** Fences not more than three and one-half feet in height may be constructed within the street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- B.** On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.
- C.** No more than one row of fencing is allowed within a required street yard setback.
- D.** The Planning Commission may require sight-blocking or noise mitigating fences for any development it reviews.
- E.** Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2, or Planned Unit Development zones.
- F.** No fence/wall shall be constructed throughout a subdivision, planned unit development or be part of a project that is/was subject to site and design review

approval where the effect or purpose is to wall said project off from the rest of the community unless reviewed and approved by the Planning Commission. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997)

- G.** In all zones, private fences along a public pedestrian/bicycle pathway shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence.
1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below.
 2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below.
 - a. Solid fencing shall be no greater than four (4) feet in height; or
 - b. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or
 - c. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.

H. Use of hazardous materials.

Fences and walls shall not be constructed of or contain any material which will do bodily harm, such as electric or barbed wire, razor wire, broken glass, spikes, or any other hazardous or dangerous material, except as follows:

- a. Barbed wire or electrified fences enclosing livestock are permitted in any zone permitting farm use. Electrified fences shall be posted or flagged at not less than 25-foot intervals with clearly visible warnings of the hazard when adjacent to developed areas.
- b. In commercial and industrial zones barbed wire is permitted attached to the top of a fence that is at least six foot in height above grade; provided, that barbed wire shall not extend over a street, sidewalk, alley or roadway. The attached barbed wire shall be placed at least six inches above the top of the fence. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997; Ord. 1338, 2010; Ord. 1514, 2019)

16.08.115 Arbors

- A.** Arbors that are constructed of proper design (height and setbacks) and in accordance with, the design standards of the particular zone where it is located are allowed with the following limitations:
1. Arbors shall be stand-alone structures and shall not be attached to a fence.
 2. The arbor shall not exceed eight feet in height and shall maintain a five foot setback from the property line.
 3. If the vegetation becomes too full or too high, the owner is financially responsible to rectify the situation, and to maintain the vegetation, and arbor;
 4. The primary purpose of the arbor is to support and sustain foliage/vegetation, provide shade, recreational space, and ascetic amenity. (Ord. 1514, 2019)

16.08.130 Standard transportation improvements.

- A.** Pursuant to the Transportation Planning Rule, projects that are specifically identified in the Canby Transportation System Plan, for which the City has made all the required land use and goal compliance findings, are permitted outright and subject only to the standards established by the Transportation System Plan. This section pertains to additional transportation projects that may not be identified in the Canby Transportation System Plan, and whether the use is permitted outright or permitted subject to the issuance of a conditional use permit.
1. Except where otherwise specifically regulated by this ordinance, the following improvements are permitted outright:
 - a. Normal operation, maintenance, repair, and preservation of existing transportation facilities.
 - b. Installation of culverts, pathways, medians, fencing, guardrails, lighting, and similar types of improvements within the existing right-of-way.
 - c. Projects specifically identified in the Transportation System Plan as not requiring further land use regulation.
 - d. Landscaping as part of a transportation facility.
 - e. Emergency measures necessary for safety and the protection of property.

- f. Acquisition of right-of-way for public roads, highways, and other transportation improvements designated in the Transportation System Plan, except for those that are located in exclusive farm use or forest zones.
 - g. Construction of a local street or road as part of subdivision or land partition approved consistent with this Ordinance.
- 2. Except where otherwise specifically regulated by this ordinance, the following improvements are permitted as a conditional use:
 - a. Construction, reconstruction, or widening, and other projects authorized by the Transportation System Plan but not included in the list of projects in the Transportation System Plan. These projects shall comply with the Transportation System Plan and applicable standards, and shall address the following criteria. For State projects that require an Environmental Impact Statement (EIS) or Environmental Assessment (EA), the draft EIS or EA shall be reviewed and used as the basis for findings to comply with the following criteria:
 - i. The project is designed to be compatible with existing land use and social patterns, including noise generation, safety, and zoning.
 - ii. The project is designed to minimize avoidable environmental impacts to identified wetlands, wildlife habitat, air and water quality, cultural resources, and scenic qualities.
 - iii. The project preserves or improves the safety and function of the facility through access management, traffic calming, or other design features.
 - iv. The project includes provision for bicycle and pedestrian circulation as consistent with the Comprehensive Plan and other requirements of this ordinance.
 - b. If review under this section indicates that the use or activity is not clearly authorized by the Transportation System Plan or this ordinance, a plan amendment shall be undertaken prior to or in conjunction with the conditional use permit review. (Ord. 1043 Section 3, 2000)

16.08.140 Temporary vendor.

Any person who exhibits goods or services for sale or for offer in a temporary manner on private property, from a vehicle, trailer, tent, canopy, shipping container, or other temporary structure, or from one's person or displayed on the ground or off the ground, shall first obtain permit approval in compliance with the following standards, and shall operate in compliance with this section and with all other applicable sections of the Canby Municipal Code.

- A. Exemptions. The following temporary activities do not require a Temporary Vendor permit, and are exempt from the standards in this section:

1. Any person engaged in the mere delivery of any goods or services to a site, which were purchased from a regular place of business inside or outside the city;
2. Any person engaged in delivery, exhibition, sale or offering of food on a site for a period of time not to exceed 2 hours during any 24 hour period;
3. Any contractor who is engaged in constructing, maintaining, or repairing a structure, utility, equipment, or landscaping on a site; or
4. Any person conducting a garage sale per Section 5.04.020.

B. Permit process.

1. A request for a Temporary Vendor permit shall be processed as a Type I decision pursuant to the procedures set forth in Chapter 16.89. A Temporary Vendor permit applicant shall demonstrate that the proposed activity meets all fire and life safety codes, and is in compliance with this section and with all other applicable sections of the Canby Municipal Code.
2. An application for a Temporary Vendor permit shall include a site plan drawn to scale, which includes all existing lot lines, setbacks, structures, landscaped areas, paved areas, and parking and loading spaces; and illustrates the proposed location and layout of all the Temporary Vendor's structures, equipment, furnishings, signage, and inventory.
3. The Temporary Vendor activity (e.g., retail, restaurant, etc) shall be an outright permitted use in the zoning district in which it is located; Or if the use is conditionally permitted in the zoning district, a Conditional Use Permit approval shall be required prior to issuance of a Temporary Vendor permit.
4. A "Site and Design Review" permit is not required for a permitted Temporary Vendor.
5. Any signage displayed by the Temporary Vendor must be in compliance with Chapter 16.42 sign standards, and all required Sign permits must be obtained.
6. A Temporary Vendor must obtain a City of Canby business license.

- C. Duration.** A Temporary Vendor permit may be granted for a site for up to 90 consecutive calendar days, and then may be renewed twice upon request for an additional 90 days, provided that the temporary vendor activity has been conducted in compliance with all applicable codes, and no public safety incidents have occurred on the site related to the temporary vendor activity. In no case shall a site be permitted to host Temporary Vendor activity for more than 270 days in any 12 month period.

- D. A Temporary Vendor shall be located on a paved surface with adequate vehicular and pedestrian ingress and egress, in compliance with Section 16.10.070. Inventory and equipment shall not be displayed or stored in any landscaped areas.
- E. A Temporary Vendor shall comply with all required development standards, such as height limitations, setbacks, vision clearance areas, and applicable conditions of any previous land use decisions for the site.
- F. Equipment such as trash cans, fuel tanks, or generators shall be screened such that it is not visible from any abutting public right-of-way.
- G. A Temporary Vendor shall not displace any vehicle parking spaces that are required to meet the minimum off-street parking requirements of another use on site or on a nearby site. A Temporary Vendor shall not encroach into required loading space areas, driveways, or vehicle maneuvering areas.
- H. A Temporary Vendor that displaces one or more vehicle parking spaces is prohibited for any site that:
 - 1. Is non-conforming in terms of meeting minimum required vehicle parking or loading space requirements; or
 - 2. Has been granted a vehicle parking exception, and currently has less than the required minimum number of off-street vehicle parking spaces.
- I. The property owner and the temporary vendor permit holder shall be jointly and separately responsible for any violation of this section or other applicable sections of the Canby Municipal Code. Any such violation may result in the immediate revocation or non-renewal of a temporary vendor permit, and may result in the denial of any future temporary vendor permit for the site upon which the violation occurred. (Ord 1315, 2009; Ord. 1520, 2019)

16.08.150 Mobile Food Vendor

- A. Permit process.
 - 1. A request for a Mobile Food Vendor permit shall be processed as a Type I decision pursuant to the procedures set forth in Chapter 16.89. A Mobile Food Vendor permit applicant shall demonstrate that the proposed activity meets all fire and life safety codes, and is in compliance with this section and with all other applicable sections of the Canby Municipal Code.
 - 2. An application for a Mobile Food Vendor permit shall include a site plan drawn to scale, which includes all existing lot lines, setbacks, structures, landscaped areas, paved areas, and parking and loading spaces; and illustrates the proposed location and layout of all the Mobile Food Vendor's structures, equipment, furnishings, signage, and inventory.

3. The Mobile Food Vendor activity (e.g., retail, restaurant, etc.) shall be an outright permitted use in the zoning district in which it is located; or if the use is conditionally permitted in the zoning district, a Conditional Use Permit approval shall be required prior to issuance of a Mobile Food Vendor permit.
 4. The Mobile Food Vending unit shall not require connection to public utilities that do not already exist on site and can be provided by the property owner/manager.
 5. A "Site and Design Review" permit is not required for a permitted Mobile Food Vendor.
 6. Any signage displayed by the Mobile Food Vendor must be in compliance with Chapter 16.42 sign standards, and all required Sign permits must be obtained.
 7. A Mobile Food Vendor must obtain a City of Canby business license.
- B. Duration. A Mobile Food Vendor permit may be granted for a site for up to 6 months, and then may be renewed upon request for an additional 1 year, provided that the Mobile Food vendor activity has been conducted in compliance with all applicable codes, and no public safety incidents have occurred on the site related to the Mobile Food vendor activity.
 - C. A Mobile Food Vendor shall be located on a paved surface with adequate vehicular and pedestrian ingress and egress, in compliance with Section 16.10.070. Inventory and equipment shall not be displayed or stored in any landscaped areas.
 - D. A Mobile Food Vendor shall comply with all required development standards, such as height limitations, setbacks, vision clearance areas, and applicable conditions of any previous land use decisions for the site as well as the development standards of the zone.
 - E. Equipment such as trash cans, fuel tanks, or generators shall be screened such that it is not visible from any abutting public right-of-way. Portable amenities shall be packed inside the mobile food unit or screened from public view when the business is not in operation. This includes but is not limited to: weather protection elements, seating, tables, trash cans, and signage.
 - F. A Mobile Food Vendor shall not displace any vehicle parking spaces that are required to meet the minimum off-street parking requirements of another use on site or on a nearby site. A Mobile Food Vendor shall not encroach into required loading space areas, driveways, or vehicle maneuvering areas.
 - G. A Mobile Food Vendor that displaces one or more vehicle parking spaces is prohibited for any site that:
 1. Is non-conforming in terms of meeting minimum required vehicle parking or loading space requirements; or
 2. Has been granted a vehicle parking exception, and currently has less than the required minimum number of off-street vehicle parking spaces.

- H. The property owner and the vendor permit holder shall be jointly and severally responsible for any violation of this section or other applicable sections of the Canby Municipal Code. Any such violation may result in the immediate revocation or non-renewal of a Mobile Food vendor permit, and may result in the denial of any future Mobile Food vendor permit for the site upon which the violation occurred. (Ord. 1570, 2022)

16.08.160 Traffic Impact Study (TIS).

- A. **Purpose.** The purpose of this section of the code is to implement Section 660-012-0045(2)(b) of the State Transportation Planning Rule, which requires the city to adopt a process to apply conditions to development proposals in order to minimize adverse impacts to and protect transportation facilities. This section establishes the standards to determine when a proposal must be reviewed for potential traffic impacts; when a Traffic Impact Study must be submitted with a development application in order to determine whether conditions are needed to minimize impacts to and protect transportation facilities: what information must be included in a Traffic Impact Study; and who is qualified to prepare the Study.
- B. **Initial scoping.** During the pre-application conference, the city will review existing transportation data to determine whether a proposed development will have impacts on the transportation system. It is the responsibility of the applicant to provide enough detailed information for the city to make a determination. If the city cannot properly evaluate a proposed development's impacts without a more detailed study, a transportation impact study (TIS) will be required to evaluate the adequacy of the transportation system to serve the proposed development and determine proportionate mitigation of impacts. If a TIS is required, the city will provide the applicant with a "scoping checklist" to be used when preparing the TIS.
- C. **Determination.** Based on information provided by the applicant about the proposed development, the city will determine when a TIS is required and will consider the following when making that determination.
1. Changes in land use designation, zoning designation, or development standard.
 2. Changes in use or intensity of use.
 3. Projected increase in trip generation.
 4. Potential impacts to residential areas and local streets.
 5. Potential impacts to priority pedestrian and bicycle routes, including, but not limited to school routes and multimodal street improvements identified in the TSP.
 6. Potential impacts to intersection level of service (LOS).

D. TIS General Provisions

1. All transportation impact studies, including neighborhood through-trip and access studies, shall be prepared and certified by a registered Traffic or Civil Engineer in the State of Oregon.
2. Prior to TIS scope preparation and review, the applicant shall pay to the city the fees and deposits associated with TIS scope preparation and review in accordance with the adopted fee schedule. The city's costs associated with TIS scope preparation and review will be charged against the respective deposits. Additional funds may be required if actual costs exceed deposit amounts. Any unused deposit funds will be refunded to the applicant upon final billing.
3. For preparation of the TIS, the applicant may choose one of the following:
 - a. The applicant may hire a registered Oregon Traffic or Civil Engineer to prepare the TIS for submittal to the city. The city Traffic Engineer will then review the TIS and the applicant will be required to pay to the city any fees associated with the TIS review; or
 - b. The applicant may request that the city Traffic Engineer prepare the TIS. The applicant will pay to the city any fees associated with preparation of the TIS by the city Traffic Engineer.
4. The TIS shall be submitted with a concurrent land use application and associated with application materials. The city will not accept a land use application for process if it does not include the required TIS.
5. The city may require a TIS review conference with the applicant to discuss the information provided in the TIS once it is complete. This conference would be in addition to any required pre-application conference. If such a conference is required, the city will not accept the land use application for processing until the conference has taken place. The applicant shall pay the TIS review conference fee at the time of conference scheduling, in accordance with the adopted fee schedule.
6. A TIS determination is not a land use action and may not be appealed.

E. TIS Scope. The city shall determine the study area, study intersections, trip rates, traffic distribution, and required content of the TIS based on information provided by the applicant about the proposed development.

1. The study area will generally comprise an area within a ½-mile radius of the development site. If the city determines that development impacts may extend more than ½ mile from the development site, a larger study area may be required. Required study intersections will generally include (in addition to the primary access points) collector/collector and above intersections with an anticipated peak hour traffic increase of five-percent from the proposed project.

2. If notice to ODOT or other agency is required pursuant to noticing requirements in Chapter 16.89, the city will coordinate with those agencies to provide a comprehensive TIS scope. ODOT may also require a TIS directly to support an OR 99E approach permit application.
- F. TIS Content.** A project-specific TIS checklist will be provided to the applicant by the city once the city has determined the TIS scope. A TIS shall include all of the following elements, unless waived by the city.
1. Introduction and Summary. This section shall include existing and projected trip generation including vehicular trips and mitigation of approved development not built to date; existing level and proposed level of service standard for city and county streets and volume to capacity for state roads; project build year and average growth in traffic between traffic count year and build year; summary of transportation operations; traffic queuing and delays at study area intersections; and proposed mitigation(s).
 2. Existing Conditions. This section shall include a study area description, including information about existing study intersection level of service.
 3. Impacts. This section should include the proposed site plan, evaluation of the proposed site plan, and a project-related trip analysis. A figure showing the assumed future year roadway network (number and type of lanes at each intersection) also shall be provided. For subdivision and other developments, the future analysis shall be for the year of proposed site build-out. For proposed comprehensive plan and/or zoning map amendments, the future analysis year shall be 20 years from the date of the City's adopted TSP, or 15 years, whichever is greater.
 4. Mitigation. This section shall include proposed site and area-wide specific mitigation measures. Mitigation measures shall be roughly proportional to potential impacts. See Subsection K below for rough proportionality determination.
 5. Appendix. This section shall include traffic counts, capacity calculations, warrant analysis, and any other information necessary to convey a complete understanding of the technical adequacy of the TIS.
- G. TIS Methodology.** The City will include the required TIS methodology with the TIS scope.

H. Neighborhood Through-Trip Study. Any development projected to add more than 30 through-vehicles in a peak hour or 300 through-vehicle per day to an adjacent residential local street or neighborhood route will be require assessment and mitigation of residential street impacts. Through-trips are defined as those to and from a proposed development that have neither an origin nor a destination in the neighborhood. The through-trip study may be required as a component of the TIS or may be a stand-alone study, depending on the level of study required in the scoping checklist. The through-trip study shall include all of the following:

1. Existing number of through-trips per day on adjacent residential local streets or neighborhood routes.
2. Projected number of through-trips per day on adjacent residential local streets or neighborhood routes that will be added by the proposed development.
3. Traffic management strategies to mitigate for the impacts of projected through-trip consistent.

If a residential street is significantly impacted, mitigation shall be required. Thresholds used to determine if residential streets are significantly impacted are:

1. Local residential street volumes should not increase above 1,200 average daily trips
2. Local residential street speeds should not exceed 28 miles per hour (85th percentile speed).

I. Mitigation. Transportation impacts shall be mitigated at the time of development when the TIS identifies an increase in demand for vehicular, pedestrian, bicycle, or transit transportation facilities within the study area. Mitigation measures may be suggested by the applicant or recommended by ODOT or Clackamas County in circumstances where a state or county facility will be impacted by a proposed development. The city shall determine if the proposed mitigation measures are adequate and feasible. ODOT must be consulted to determine if improvements proposed for OR 99E comply with ODOT standards and are supported by ODOT. The following measures may be used to meet mitigation requirements:

1. On-and off-site improvements beyond required standard frontage improvements.
2. Development of a transportation demand management program.
3. Payment of a fee in lieu of construction, if construction is not feasible.
4. Correction of off-site transportation deficiencies within the study area that are substantially exacerbated by development impacts.

5. Construction of on-site facilities or facilities located within the right-of-way adjoining the development site that exceed minimum required standards and that have a transportation benefit to the public.
- J. Conditions of Approval.** The city may deny, approve, or approve with appropriate conditions a development proposal in order to minimize impacts and protect transportation facilities.
1. Where the existing transportation system will be impacted by the proposed development, dedication of land for streets, transit facilities, sidewalks, bikeways, paths, or accessways may be required to ensure that the transportation system is adequate to handle the additional burden caused by the proposed use.
 2. Where the existing transportation system is shown to be burdened by the proposed use, improvements such as paving, curbing, installation or contribution to traffic signals, traffic channelization, construction of sidewalks, bikeways, accessways, paths, or street that serve the proposed use may be required.
 3. The city may require the development to grant a cross-over access easement(s) to adjacent parcel(s) to address access spacing standards on arterials and collector roadways or site-specific safety concerns. Construction of shared access may be required at the time of development if feasible, given existing adjacent land use. The access easement must be established by deed.
- K. Rough Proportionality Determination.** Improvements to mitigate impacts identified in the TIS shall be provided in rough proportion to the transportation impacts of the proposed development.
1. The TIS shall include information regarding how the proportional share of improvements was calculated, using the ratio of development trips to growth trips and the anticipated cost of the full Canby Transportation System Plan. The calculation is provided below:

$$\text{Proportionate Share Contribution} = [\text{Net New Trips} / (\text{Planning Period Trips} - \text{Existing Trips})] \times \text{Estimated Construction Cost}.$$
 - a. Net new trips means the estimated number of new trips that will be created by the proposed development within the study area.
 - b. Planning period trips means the estimated number of total trips within the study area within the planning period identified in the TSP.
 - c. Existing trips means the estimated number of existing trips within the study area at the time of TIS preparation.
 - d. Estimated construction cost means the estimated total cost of construction of identified improvements in the TSP. (Ord 1340, 2011)

16.08.170 Safety and Functionality Standards.

The City will not issue any development permits unless the proposed development complies with the city's basic transportation safety and functionality standards, the purpose of which is to ensure that development does not occur in areas where the surrounding public facilities are inadequate. Upon submission of a development permit application, an applicant shall demonstrate that the development property has or will have the following:

- A.** Adequate street drainage, as determined by the city.
- B.** Safe access and clear vision at intersections, as determined by the city.
- C.** Adequate public utilities, as determined by the city.
- D.** Access onto a public street with the minimum paved widths as stated in Subsection E below.
- E.** Adequate frontage improvements as follows:
 - 1.** For local streets and neighborhood connectors, a minimum paved width of 16 feet along the site's frontage.
 - 2.** For collector and arterial streets, a minimum paved width of 20 feet along the site's frontage.
 - 3.** For all streets, a minimum horizontal right-of-way clearance of 20 feet along the site's frontage.
- F.** Compliance with mobility standards identified in the TSP. If a mobility deficiency already exists, the development shall not create further deficiencies. (Ord 1340, 2011)

TA 25-02: Proposed Code Changes – Track Changes Version

The following is the existing Canby code under Subsections Fences 16.08.110 and Arbors 16.08.115 with additions in **bold underlined**, deletions in ~~double-strikeout~~, and Staff comments in *italics* after each proposed edit. Highlighted text is related to discussions between Planning Staff and the Planning Commission during Work Session #6 or other new edits.

16.08.110 Fences.

The City's fence code is intended to balance privacy with safety and aesthetic considerations.

Staff Comment: This addition is meant to establish the foundational principle of the fence code.

- A. **In no case shall a fence be constructed in the vision clearance triangle of a street, alley, or pedestrian/bicycle pathway. This applies in all zones and in all lot configurations and supersedes all permitted fence heights identified in the subsections below. As defined in Chapter 16.04, vision clearance triangles must be free of obstructions between two and one-half feet and ten feet in height.**

Staff Comment: This was added up front to emphasize that the vision clearance concept applies everywhere, which is something Planning Commission advocated for in their feedback. Highlighted text was added per comments by Commissioner Driskill.

- B. Fences not more than three and one-half feet in height may be constructed within the **front** street setbacks of any R-1, R-1.5, R-2, **C-R**, or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or ~~street yard~~ along an alley; ~~provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.~~

Staff Comment: This was reworded consistent with our proposal to be more permissive in street-adjacent side yards (see (C) below). The vision clearance language was moved to its own provision (see (A) above).

- C. On corner lots, **fences may be constructed up to six feet in height along the secondary street frontage in the side yard setback (i.e., in the street-adjacent side yard), except where the side setback overlaps the lot's front setback. As with all fences within the front setback, fences that continue into the front setback must then step down to a maximum of three and a half feet.** ~~the 3.5-foot height limit will apply within the required setback along both street-facing yards.~~

Staff Comment: This provision was the primary driver for us changing the fence code. Due to homeowner feedback, we are proposing to allow six-foot fences to wrap around into the street-adjacent side yard on corner lots, up to the front yard setback. This allows people to "box in" their back yards more easily. Right now, the fence either has to be low or pushed back to the setback line near the main structure.

- D. **On lots where a rear yard abuts a public street or alley (such as "through lots" as defined in Chapter 16.04), rear yard fences may be constructed up to six feet in height.**

Staff Comment: This new bullet aims to address a condition for which the existing code is silent. In practice, most new subdivisions already place full-height fences along rear yards where they back onto streets (e.g., at the edge of new neighborhoods).

~~E. No more than one row of fencing is allowed within a required street yard setback.~~

Staff Comment: Planning Staff and the Planning Commission agreed that there is no compelling reason to prohibit parallel rows of fencing. In many cases, two homeowners have their own adjacent back-to-back fences.

- F. The Planning Commission may require sight-blocking or noise mitigating fences for any development it reviews. **Any such requirement shall be tied to a specific adverse impact caused by the project (including impacts related to land use compatibility) and not required purely for aesthetic reasons.**

Staff Comment: Language was added to this provision to add clarity and purpose. Added text in highlights was added per comments by Commissioners Driskill and Jarosh.

Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2, ~~or Planned Unit Development zones,~~ **including property lines where residential uses abut these zones.**

Staff Comment: Planning Unit Developments were removed from this provision since PUDs are often residential neighborhoods, where eight-foot fences are not appropriate. A PUD could propose specific fence heights and include them in the land use approval for the PUD. Added text in highlights was added per comments by Commissioners Driskill and Hutchinson.

- G. No fence/wall shall be constructed throughout a subdivision, planned unit development or be part of a project that is/was subject to site and design review approval where the effect or purpose is to wall said project off from the rest of the community unless reviewed and approved by the Planning Commission. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997)
- H. ~~In all R-1, R-1.5, R-2, C-R, and C-1 zones, private fences along a public pedestrian/bicycle pathway~~ **may be constructed up to six feet in height, except within a 20-foot setback along the street where they must step down to no more than three and one-half feet, as with other fences in those zones. In the C-2, C-M, M-1, and M-2 zones, private fences along public pedestrian pathways may be constructed up to eight feet but may not conflict with vision clearance requirements.** ~~shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence:~~
- ~~1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below:~~
 - ~~2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below:~~
 - ~~a. Solid fencing shall be no greater than four (4) feet in height; or~~

- ~~b. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or~~
- ~~c. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.~~

Staff Comment: This existing code provision was confusing in structure and has been replaced with simpler requirements. The proposed replacement language is more permissive in two ways: a) allowing homeowners to “box in” residential side and back yards with six-foot fences adjacent to pathways, and b) not regulating fence material. Both are a response to comments that Staff have received from the public.

Staff heard from Commissioner Driskill that graphic guidance (including tables and illustrations) should be made available to property owners clarifying where and how vision clearance triangles apply. Staff will prepare these materials outside of the code update process, but will present the materials to the Planning Commission for their comments prior to general distribution.

- I. Use of hazardous materials. Fences and walls shall not be constructed of or contain any material which will do bodily harm, such as electric or barbed wire, razor wire, broken glass, spikes, or any other hazardous or dangerous material, except as follows:
 - 1. ~~Barbed wire or electrified fences enclosing livestock are permitted in any zone permitting farm use. Electrified fences shall be posted or flagged at not less than 25-foot intervals with clearly visible warnings of the hazard when adjacent to developed areas.~~ **Electrical fences categorically permitted by Oregon House Bill 4027.**

Staff Comment: Livestock-based agriculture is not an allowed use in any of the City's zones. Therefore, this provision has no purpose. Replaced with provision related to Oregon state law that protects installation of some “battery-charged” electrical fences.

- 2. In commercial and industrial zones barbed wire is permitted attached to the top of a fence that is at least six foot in height above grade; provided, that barbed wire shall not extend over a street, sidewalk, alley or roadway. The attached barbed wire shall be placed at least six inches above the top of the fence. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997; Ord. 1338, 2010; Ord. 1514, 2019)

16.08.115 Arbors

- ~~A. Arbors that are constructed of proper design (height and setbacks) and in accordance with the design standards of the particular zone where it is located are allowed with the following limitations:~~
 - ~~1. Arbors shall be stand-alone structures and shall not be attached to a fence.~~

- ~~2. The arbor shall not exceed eight feet in height and shall maintain a five foot setback from the property line.~~
- ~~3. If the vegetation becomes too full or too high, the owner is financially responsible to rectify the situation, and to maintain the vegetation, and arbor;~~
- ~~4. The primary purpose of the arbor is to support and sustain foliage/vegetation, provide shade, recreational space, and ascetic aesthetic amenity. (Ord. 1514, 2019)~~

Staff Comment: Planning Commission came to the consensus that the entire section regulating arbors was not necessary as a standalone section. Staff had previously argued that portions of the section were too vague and enforceable (e.g., a reference to vegetation that is "too full or too high." Furthermore, provisions elsewhere in the code address vision clearance and hazards in the public right-of-way.

Proposed Definitions:

16.04.XXX Fence.

A fence is a structure composed of wood, metal, plastic, masonry, or other permanent non-vegetated material erected in such a manner as to enclose or partially enclose all or any part of an outdoor space. Trellises, arbors, and similar structures supporting or for the purpose of supporting vegetation when erected in such position as to enclose all or any part of any premises shall be included within this definition.

16.04.XXX Height of fence.

The height of a fence is the vertical distance from the finished grade at the base of the fence to the top of the boards or panels, not including decorative elements such as post caps or finials. If the adjacent finished grade is different on opposite sides of the fence, the height is measured from the side with the highest finished grade.

Staff Comment: Commissioners Jarosh and M. Ellison suggested that the code provide definitions for "fence" and "fence height." Planning-related definitions are found in Chapter 16.04 of the CMC.

TA 25-02: Proposed Code Changes – Clean Version

16.08.110 Fences.

The City's fence code is intended to balance privacy with safety and aesthetic considerations.

- A. In no case shall a fence be constructed in the vision clearance triangle of a street, alley, or pedestrian/bicycle pathway. This applies in all zones and in all lot configurations and supersedes all permitted fence heights identified in the subsections below. As defined in Chapter 16.04, vision clearance triangles must be free of obstructions between two and one-half feet and ten feet in height.
- B. Fences not more than three and one-half feet in height may be constructed within the front street setbacks of any R-1, R-1.5, R-2, C-R, or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or along an alley.
- C. On corner lots, fences may be constructed up to six feet in height along the secondary street frontage in the side yard setback (i.e., in the street-adjacent side yard), except where the side setback overlaps the lot's front setback. As with all fences within the front setback, fences that continue into the front setback must then step down to a maximum of three and a half feet.
- D. On lots where a rear yard abuts a public street or alley (such as "through lots" as defined in Chapter 16.04), rear yard fences may be constructed up to six feet in height.
- E. The Planning Commission may require sight-blocking or noise mitigating fences for any development it reviews. Any such requirement shall be tied to a specific adverse impact caused by the project (including impacts related to land use compatibility) and not required purely for aesthetic reasons.

Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2 zones, including property lines where residential uses abut these zones.

- F. No fence/wall shall be constructed throughout a subdivision, planned unit development or be part of a project that is/was subject to site and design review approval where the effect or purpose is to wall said project off from the rest of the community unless reviewed and approved by the Planning Commission. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997)
- G. In R-1, R-1.5, R-2, C-R, and C-1 zones, private fences along a public pedestrian/bicycle pathway may be constructed up to six feet in height, except within a 20-foot setback along the street where they must step down to no more than three and one-half feet, as with other fences in those zones. In the C-2, C-M, M-1, and M-2 zones, private fences along public pedestrian pathways may be constructed up to eight feet but may not conflict with vision clearance requirements.
- H. Use of hazardous materials. Fences and walls shall not be constructed of or contain any material which will do bodily harm, such as electric or barbed wire, razor wire, broken glass, spikes, or any other hazardous or dangerous material, except as follows:

1. Electrical fences categorically permitted by Oregon House Bill 4027.
2. In commercial and industrial zones barbed wire is permitted attached to the top of a fence that is at least six foot in height above grade; provided, that barbed wire shall not extend over a street, sidewalk, alley or roadway. The attached barbed wire shall be placed at least six inches above the top of the fence. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997; Ord. 1338, 2010; Ord. 1514, 2019)

Proposed Definitions (Chapter 16.04):

16.04.XXX Fence.

A fence is a structure composed of wood, metal, plastic, masonry, or other permanent non-vegetated material erected in such a manner as to enclose or partially enclose all or any part of an outdoor space. Trellises, arbors, and similar structures supporting or for the purpose of supporting vegetation when erected in such position as to enclose all or any part of any premises shall be included within this definition.

16.04.XXX Height of fence.

The height of a fence is the vertical distance from the finished grade at the base of the fence to the top of the boards or panels, not including decorative elements such as post caps or finials. If the adjacent finished grade is different on opposite sides of the fence, the height is measured from the side with the highest finished grade.



City of Canby

Planning & Development Services

222 NE 2nd Ave / PO Box 930 / Canby, OR 97013

Phone: 503.266.7001

www.canbyoregon.gov

Staff Report File #: TA 25-02 Fence Code Update

HEARING DATE: June 23, 2025
STAFF REPORT DATE: June 16, 2025
TO: Planning Commission
STAFF: Ryan Potter, AICP, Planning Manager

Applicant Request

This is a Staff-driven request for a formal text amendment of the Canby Municipal Code (CMC). In response to community and builder concerns related to the inflexibility of the City's current fence code (CMC Sections 16.08.110, *Fences*, and 16.08.115, *Arbors*), Staff and the Planning Commission have worked together to revise and reorganize the existing code.

The proposed changes are intended to balance privacy with safety and aesthetic considerations. They were crafted under the premise that the Planning Department's planned comprehensive overhaul of the CMC (planned to begin in early 2026) may further amend or entirely replace the code language currently under consideration.

Per the CMC, text amendments are a Type IV decision, requiring a recommendation from Planning Commission and a decision to adopt by City Council.

Staff Recommendation

Based on the application submitted and the facts, findings, and conclusions of this Staff Report, Planning Staff recommend **Approval** of Application TA 25-02. No conditions of approval have been identified.

Attachments

- A. Adopted Chapter 16.08 (contains current Fence Code)
- B. Proposed Code Changes
- C. DLCD Notice

Background

Homeowners and builders of residential projects routinely provide feedback to the Planning Department indicating that the City's fence standards are too restrictive. This feedback is most often related to corner lots and lots backing onto streets, where street-facing side and back yards are only permitted to contain low-height fences. A separate but related issue is the continued practice of homebuilders and fence contractors to ignore the fence code altogether, installing fences that violate adopted City standards. This puts homeowners in a tough position when code enforcement becomes involved.

In 2022, Planning Staff determined that the subject of residential fences needed to be revisited and decided to request direction from the Planning Commission. Because consideration of the issue had to share Staff and Commission time with other applications, projects, and planning efforts, Staff discussed residential fences with the Planning Commission incrementally over a series of six work sessions. The dates and focus of these work sessions are listed below:

- June 27, 2022 Purpose/Need, Design Principles, and Examples
- July 11, 2022 Fence Standards in Nearby Cities
- December 12, 2022 Three-Dimensional Models
- March 31, 2024 Fences on Corner Lots
- August 26, 2024 Fences in Non-Standard Conditions
- April 14, 2025 Proposed Code Language

These work sessions allowed Staff and the Planning Commission to discuss a range of interrelated issues, including urban design, neighborhood character, code enforcement, property rights, privacy, and safety. In general, the Planning Commission voiced concerns about safety (particularly related to sight distance) but also felt that the City's fence standards for corner lots were too restrictive.

The sixth and final work session allowed the Planning Commission to see draft code language and provide final suggestions and comments.

Existing Conditions

The Planning Department and Code Enforcement Officer (part of the Police Department) continue to implement and enforce the adopted fence code (see Attachment A to this Staff Report). However, code enforcement is primarily complaint-driven and many fences out of compliance with the code continue to be constructed.

While some new code violations are deliberate, some are due to ignorance of the adopted standards. Any amendments to the fence code, such as those proposed, should ideally be paired with a communications strategy for ensuring that private parties are aware of the code and comply with it.

Project Overview

As stated above, Planning Staff have prepared code language that amends the existing fence code (see Attachment B to this Staff Report). Amended code provisions are limited to Subsections 16.08.110, *Fences*, and 16.08.115, *Arbors*. While isolated provisions affecting fencing exist elsewhere in the code, those subsections are not proposed to be amended.

Analysis and Findings

I. Applicable Criteria

Applicable criteria used in evaluating this application are listed in the following sections of the City of Canby's Land Development and Planning Ordinance:

- 16.88 General Standards and Procedures
- 16.89 Application and Review Procedures

II. **Facts and Findings**

The following analysis evaluates the proposed project's conformance with applicable approval criteria and other municipal code sections, as listed above in Section I. Sections of the CMC are analyzed in the order that they appear in the code.

Chapter 16.88: General Standards and Procedures

This chapter of the CMC establishes many of the City's procedures for planning-related activities, including the fair and impartial enforcement of regulations, responsibilities related to land use applications, management of the City's code text, and criteria for amendments to the City's Comprehensive Plan.

Subsection 16.88.170: Amendments to Text of Title

Section 16.88.170 specifically addresses "Amendments to text of title." Although this may be construed to refer to amendments to Chapter 16.88 itself, the Planning Department in practice uses the criteria within (see Subsection 16.88.170.D) to analyze all amendments to the Zoning Code portion of the CMC (Chapter 16).

D. Standards and Criteria. In judging whether or not this title should be amended or changed, the Planning Commission and City Council shall consider:

- 1. The Comprehensive Plan of the city, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;*
- 2. A public need for the change;*
- 3. Whether the proposed change will serve the public need better than any other change which might be expected to be made;*
- 4. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;*
- 5. Statewide planning goals.*

The analysis below evaluates the proposed amendments to the fence code with the above criteria.

- 1. The Comprehensive Plan of the city, and the plans and policies of the county, state, and local districts, in order to preserve functions and local aspects of land conservation and development;*

Finding 1: The Comprehensive Plan contains the City's goals and policies for a broad range of subjects, many of which are related to growth and development. However, the proposed changes to the fence code are modest and generally have no impact on the implementation of the City's goals and policies, even those related to housing and residential zones, where the proposed code amendments most apply.

Compliance with selected Comprehensive Plan goals and policies are addressed below.

Citizen Involvement Element

- Policy 2: *Canby shall strive to eliminate unnecessarily costly, confusing, and time-consuming practices in the development review process.*

Response: The proposed amendments to the fence code are specifically aimed at creating clarity for project applicants and homeowners when they are planning to build, repair, or replace a fence. The proposed amendments remove confusing language and streamline the text of Subsections 16.08.110 and 16.08.115.

Land Use Element

- Goal 1: *To guide the development and uses of land so that they are orderly, efficient, aesthetically pleasing, and suitably related to one another.*

Response: The proposed amendments to the fence code were crafted following a series of Planning Commission work sessions that involved deep discussions related to neighborhood character, safety, and land use compatibility. While implementation of the proposed amendments would not change overall land use patterns, they would have a minor impact how residential uses interface with each other, with other land uses, and with the public realm.

In particular, allowing taller fences in corner lot side-yards and in street-facing back yards would in some cases increase a “tunnel effect” along the street where the neighborhood could potentially seem less welcoming or visually pleasing, and would prevent longer-range sight lines within a neighborhood. However, this impact was considered by Staff and the Planning Commission and weighed against other considerations, including homeowner privacy, safety, and generally reduced lot sizes in developments, which affects usable space on a lot. Furthermore, the proposed changes related to fences in corner lot side-yards and in street-facing back yards largely reflects what is already being constructed in Canby.

With or without the proposed amendments, the fence code will continue to “guide the development” of land uses in the City.

Other goals and policies of the Comprehensive Plan would not be affected by the proposed code amendments. The amendments would not affect residential densities (Housing Element), conversion of agricultural or forest lands (Urban Growth Element), overall circulation patterns or the financing of transportation improvements (Transportation Element), or energy consumption (Energy Element). As under existing conditions, fence code provisions of the CMC would only affect localized, site-specific urban design.

2. A public need for the change;

Finding 2: Builders and homeowners have consistently advocated for added flexibility in the fence code related to residential fences and for more clarity in the code generally. Staff believe these sentiments are a clear mandate for revising the code.

3. Whether the proposed change will serve the public need better than any other change which might be expected to be made;

Finding 3: Because the foundational premise of the proposed amendments to the fence code is changing adopted development standards, a Planning Director interpretation of the existing code would not be sufficient to address the desired issues. Therefore, a formal text amendment is necessary and no feasible alternative to a formal text amendment is available.

4. Whether the change will preserve and protect the health, safety and general welfare of the residents in the community;

Finding 4: Health, safety, and general welfare of the community were key discussion points when the proposed code amendments were discussed with the Planning Commission. Most of the modest edits to the fence code would have no impact on health and safety. The proposed permitting of taller fences in corner lot side-yards and along

street-facing back yards would reduce some visibility for pedestrians, bicyclists, and motorists. In particular, where six-foot fences abut the public right-of-way in side-yards and backyards, motorists backing out of driveways will have reduced visibility of pedestrians on the sidewalk. However, to mitigate this, the Planning Commission has proposed adding language to the code emphasizing the role of vision clearance triangles in preserving key sight lines.

5. Statewide planning goals.

Finding 5: While statewide planning goals are an essential lens in which to evaluate existing or proposed local land use regulations, these goals generally address “bigger-picture” aspects of a City’s governance and planning. The modest changes proposed for Canby’s fence code would have no effect on the City’s adherence to statewide goals related to citizen involvement, land use planning, natural resources, hazards, recreation, economic development, housing, public facilities and services, energy consumption, transportation or urbanization.

For the above reasons, Planning Staff finds that this request is consistent with applicable provisions of CMC Subsection 16.88.170.

Subsection 16.88.190: *Conformance with Transportation System Plan and Transportation Planning Rule*

As articulated in the preamble to this subsection of the CMC, a proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the City or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with the Transportation Planning Rule (OAR 660-012-0060).

A plan or land use regulation amendment significantly affects a transportation facility if it:

- 1. Changes the functional classification of an existing or planned transportation facility;*
- 2. Changes standards implementing a functional classification system;*
- 3. As measured at the end of the planning period identified in the adopted plan:*
 - a. Allows types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or*
 - b. Would reduce the performance of the facility below the minimum acceptable performance standard identified in the Transportation System Plan;*
 - c. Would worsen the performance of a facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the Transportation System Plan.*

Finding 6: The proposed text amendment to the CMC (TA 25-02) does represent a “land use regulation change.” However, the proposed amendments to the fence code would not change the functional classification of a transportation facility, nor would they result in land use changes that would affect the overall performance of a facility identified in the Transportation System Plan. While many fences do abut street and alley rights-of-way, changes in the height or design of such fences are not anticipated to generate or

redistribute vehicle trips. For fences along trails and paths, proposed amendments to the fence code may affect the visual appearance of those facilities but would not affect their ability to function as circulation routes.

For the above reasons, Planning Staff finds that this request is consistent with applicable provisions of CMC Subsection 16.88.190.

Chapter 16.89: Application and Review Procedures

This chapter of the CMC establishes procedures for reviewing various types of land use applications. It identifies noticing and hearing requirements.

Finding 7: Table 16.89.020 establishes that text amendments are considered a “Type IV” decision-making process, which involves a recommendation by Planning Council and final decision by City Council (see Subsection 16.89.060). Accordingly, Planning Staff have processed the proposed text amendment in this manner.

The same table also identifies requirements for a neighborhood meeting and noticing radius of 500 feet for text amendments. However, these requirements are more appropriate for text amendments that apply to specific sites, zones, or special planning areas. Because the proposed text amendments would apply Citywide and would not target a narrowly-defined population or area of land, the Planning Director has chosen to waive these two requirements. Interested parties will have the opportunity to provide public comments on the text amendment at both the Planning Commission and City Council hearings, and as previously noted there have been six Planning Commission work sessions regarding the fence code update.

For the above reasons, Planning Staff finds that this request is consistent with applicable provisions of CMC Chapter 16.89 to the extent feasible.

IV. Conclusion

Based on the information and findings above, Staff recommends that the Planning Commission recommend **approval** of the proposed Fence Code Update (TA 25-02).

V. Conditions of Approval

Staff do not find it necessary to subject this decision to any conditions of approval.



DRAFT MINUTES

CANBY PLANNING COMMISSION

6:00 PM – August 11, 2025

City Council Chambers – Virtual Meeting via Zoom

PRESENT – Commissioners: Matt Ellison (Chair), Dan Ewert (Vice Chair), Judi Jarosh, Michael Hutchinson, and Jennifer Driskill

ABSENT – Craig Lewelling

STAFF – Don Hardy, Planning Director, Ryan Potter, AICP, Planning Manager, Emily Sasse, Recording Secretary

OTHERS – None

1. CALL TO ORDER

- a. Pledge of Allegiance

2. CONSENT ITEMS

- a. Draft Meeting Minutes – November 25, 2024 (continued from March 24, 2025)

Due to a lack of quorum of the Commissioners present at the November 25, 2024 meeting, approval will be considered at a meeting in the future.

- b. Draft Meeting Minutes – December 9, 2024

Motion: A motion was made by Commissioner Jarosh and seconded by Commissioner Ewert to approve the draft meeting minutes from December 9, 2024, as written. Motion approved 5/0.

3. CITIZEN INPUT ON NON-AGENDA ITEMS – None

4. OLD BUSINESS – None

5. NEW BUSINESS – None

6. PUBLIC HEARINGS

- a. **Fence Code Update (TA 25-02) – Ryan Potter, AICP, Planning Manager**

City staff sought Planning Commission recommendation to approve an update of the City's Fence Code, which is found in Chapter 16.08 of the Canby Municipal Code. The proposed amendments have been developed with the Planning Commission over a series of six work sessions. This request is a Type IV legislative approval which requires initial consideration by the Planning Commission and a final decision by City Council.

Planning Manager Potter provided a brief summary of the revisions made to the Fence Code text amendment, which were based on feedback received during the previous Planning Commission work session. He gave a status update and outlined the next steps in the adoption process, noting that the

amendment is scheduled for City Council consideration on August 20, 2025. Potter noted that City Staff will develop diagrams and informational handouts to communicate the new fence code changes to builders, fence contractors, and homeowners. Staff presented analysis addressing the five approval criteria for text amendments and recommended approval of TA 25-02, Fence Code Update, as written. Potter further noted that additional opportunities for revisions may arise during the upcoming comprehensive code update, should the Commission deem further changes necessary.

Motion: A motion was made by Commissioner Ewert and seconded by Commissioner Hutchinson to approve TA 25-02, Fence Code Update, as written. Motion approved 5/0.

7. ITEMS OF INTEREST/REPORT FROM PLANNING STAFF

- a. The next Planning Commission meeting is planned for **Monday, August 25, 2025**, at 6:00 pm in the Council Chambers.
- b. Planning Director's Update

Director Hardy shared that there will be another Community Summit meeting on August 19th, 2025, at 6 p.m. Hardy also shared that Leah McCarthy will be joining as the new Planning Commissioner and gave a brief update on the timeline of the Comprehensive Plan Update and Transportation System Plan.

Hardy gave an update regarding electrical transmission capacity within Canby. The lines that serve the City were identified as having large load limitations, particularly for loads over one megawatt. The City plans to notify the developers of a potential moratorium on large load developments, though this is still in the notice phase and would require a public hearing. A work session is scheduled for September 17th with Bonneville Power Administration and PGE to discuss solutions, including the possibility of combining the two lines into one 115,000-volt line. The City's Interim Administrator, who has previous PGE experience, has been helpful in navigating these complex utility issues.

8. ITEMS OF INTEREST/GUIDANCE FROM PLANNING COMMISSION

Further conversation about the electrical transmission capacity issues in Canby, including potential development limitations and planned utility infrastructure improvements, was had between the Commissioners.

Finally, the Commissioners gave praise to the extensive work that City staff have done in order to make the fence code update happen.

9. ADJOURNMENT

Motion: A motion was made by Commissioner Driskill and seconded by Commissioner Jarosh to adjourn the meeting. Motion approved 5/0.

The meeting adjourned at 6:41 P.M.

Work Session

Residential Fence Standards

Ryan Potter, AICP, Senior Planner

Planning Commission - June 27, 2022

Outline of Presentation

1. Purpose/need for discussion
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations incl. examples
6. Pros/cons
7. Next steps

Why does this issue need discussion?

- The City is seeing substantial residential growth, with a large number of new homes being constructed.
- Some builders in town have chosen to ignore our fence code, which puts new homeowners in a tough position.
- In general, there are differing opinions about what our fence standards should be.



Planning Staff Position

- We're at a point where this **subject needs revisited**.
- Staff are **looking for direction** from policy makers.
- Staff understand many of the **nuances** and will try to explain/demonstrate what those are.
- We are not currently looking to revisit standards regarding absolute maximum fence heights (6 feet in residential zones, 8 feet in industrial zones), or commercial/industrial fences in general.

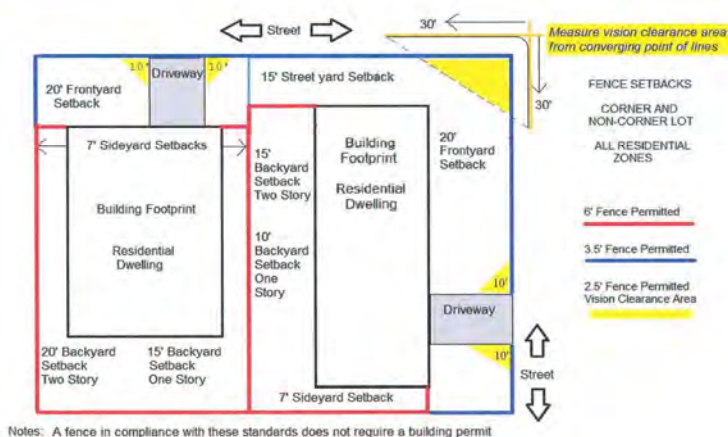
What Our Code Requires

Summary of Subsection 16.08.110:

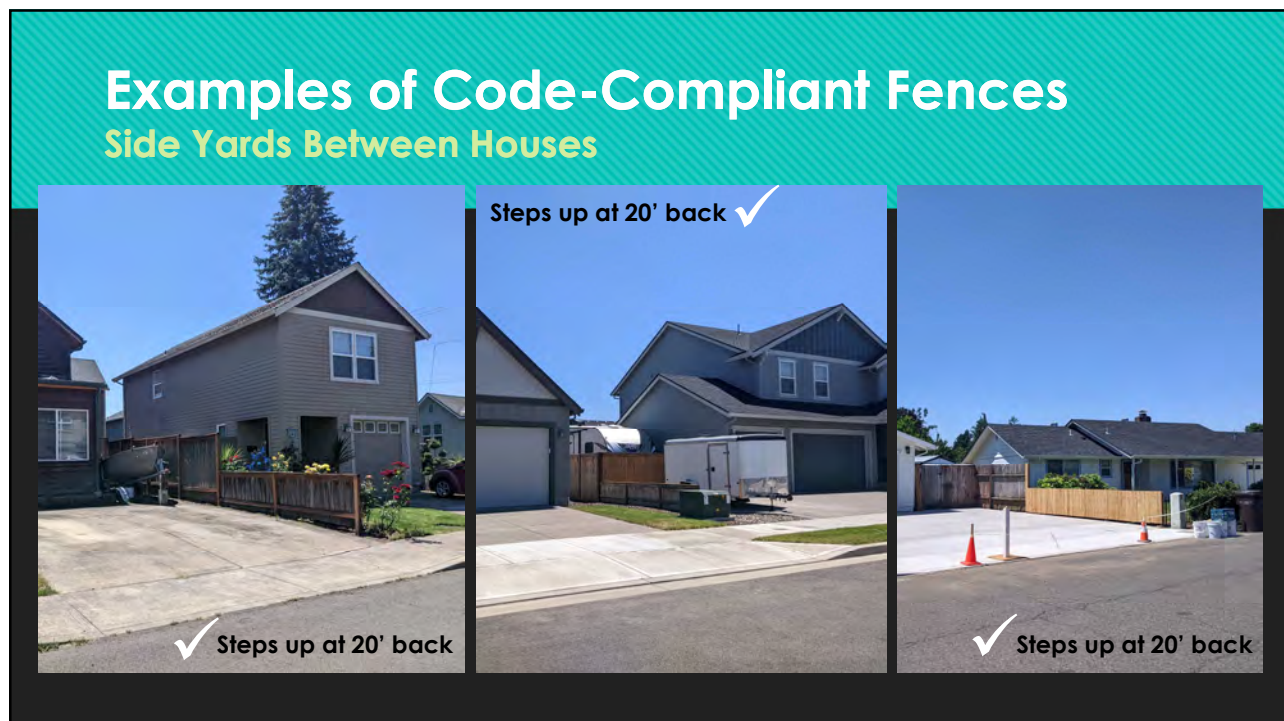
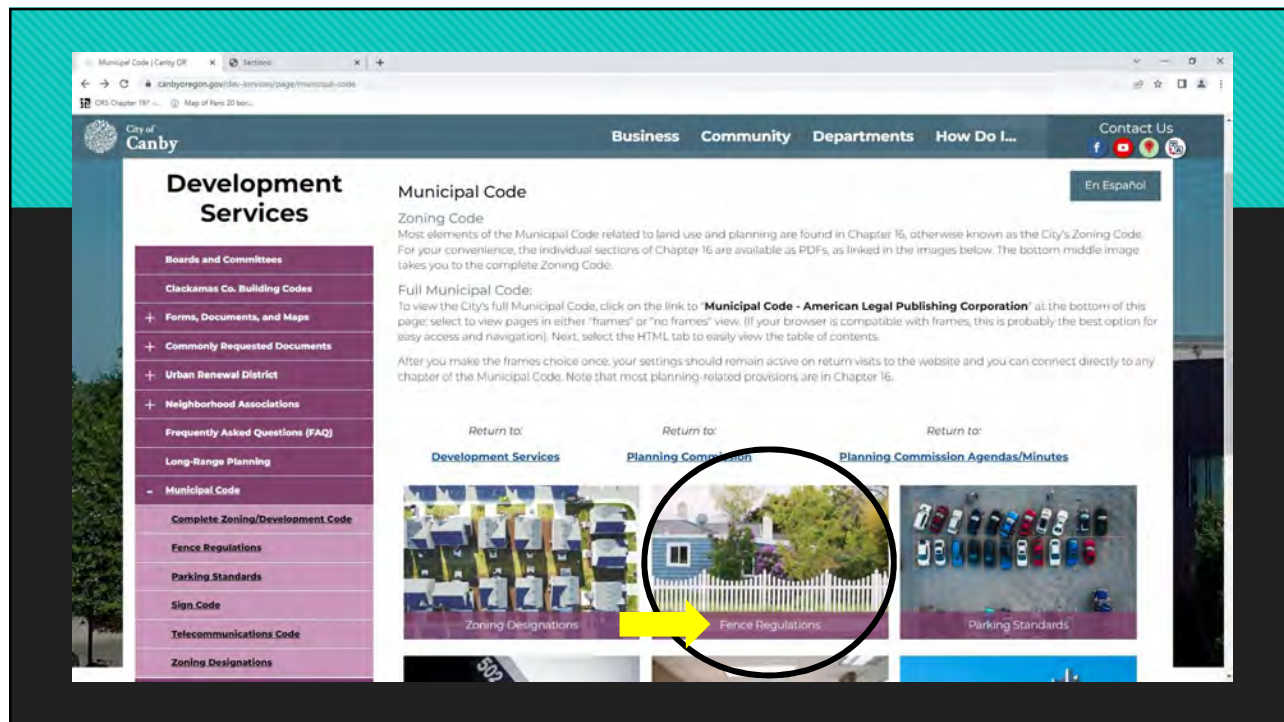
- In general, residential development can have 6' tall fences.
- However, within front setbacks and secondary street frontage setbacks, fences can only be 3.5' tall.
- At intersection corners, there is a vision clearance triangle that can only have 2.5' tall fences.
- Older fences to be "grandfathered in."

CORNER & NON-CORNER LOTS

FENCE SETBACKS, HEIGHTS & VISION CLEARANCE TRIANGLE



- Full-height fences are not allowed in front setbacks
- This includes secondary frontages



Examples of Code-Compliant Fences

Corner Conditions



Examples of Code-Compliant Fences

Corner Conditions



Examples of Code-Compliant Fences

Corner Conditions

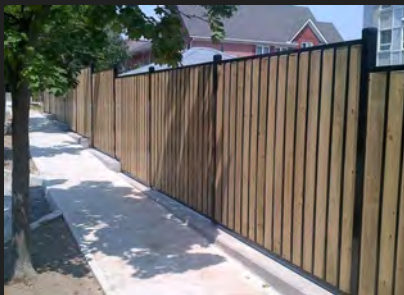
Steps down at "side" with vegetation ✓



Full height fence that is set 15' back ✓

Design Principles (why is the code like it is?)

1. Prevent a "fortress effect" where entire street frontages are dominated by sidewalk-adjacent full-height fences. Where applied excessively, the fortress effect is thought to make the neighborhood less friendly and less attractive by literally walling off the private realm from the public realm.

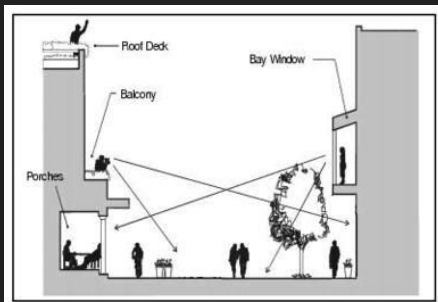


Design Principles (why is the code like it is?)

2. Improve visibility for vehicles backing up out of driveways, both at the front and sides of residential lots. When driveways are adjacent to full-height fences, it is harder for drivers to see pedestrians on the sidewalk or other vehicles in the street while backing up, creating a safety hazard.



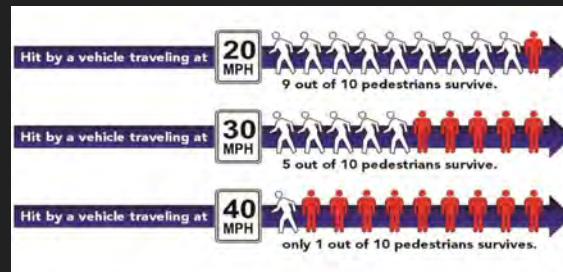
Design Principles (why is the code like it is?)



3. Create more "eyes on the street." This is a urban planning principle that asserts that streets are safer and more secure when more people in homes or other buildings can see outward toward the street. For example, if a small child runs into the street and full-height fences block views from a home's front windows, parents may not see that their child is in danger.

Design Principles (why is the code like it is?)

4. Streets with continuous walls or fences along the sidewalk are often observed to experience increased speeding by motorists, who don't feel the accountability that comes with high visibility from surrounding land uses.



Fence Issues

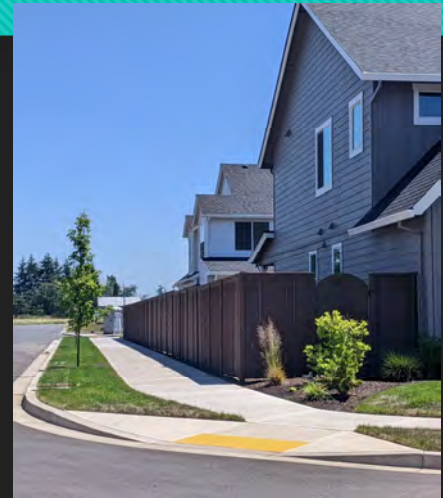
- Builders (and sometimes homeowners) are "boxing out" their back yards with 6' fences, even along secondary frontages which is not allowed.
- Planning staff understand pros and cons of different fence layouts, but we have an adopted Municipal Code with clear standards.
- An increase in smaller lots has exacerbated the issue.

Non-Compliant Fences



Non-Compliant Fences

❌ Additional examples



Non-Compliant Fences



Non-Compliant Fences



☑ Also allowed: wider corner lots

Non-Compliant Fences



☒ What was built



Allowed ☑



Allowed ☑

Pro/Cons

| | PROS | CONS |
|--|--|---|
| Shorter Fences Along Streets | <ul style="list-style-type: none"> • More visibility between private/public realms • Friendlier pedestrian environment • Showcases residential character • Easier to see backing out | <ul style="list-style-type: none"> • Less privacy • Harder to contain pets/children • Harder to contain visual clutter |
| Taller Fences Along Streets | <ul style="list-style-type: none"> • More privacy • Easier to contain pets/children • Easier to contain visual clutter | <ul style="list-style-type: none"> • Less visibility between private/public realms • Less friendly for pedestrians • Hides residential character and greenery • Harder to see backing out |

Next Steps

- General discussion for now
- Bring forward policy options:
 - Keep vs. tighten vs. loosen standards
 - Compromise solutions for specific conditions
 - Enforcement
 - Site plan requirements

Work Session #2

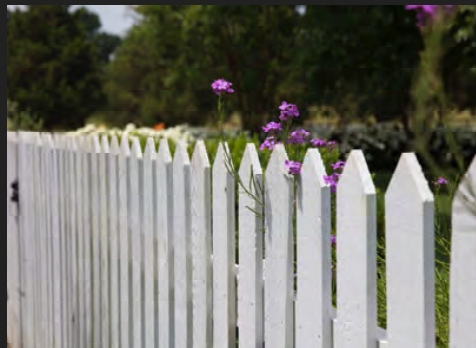
Residential Fence Standards

Ryan Potter, AICP, Planning Manager

Planning Commission – July 25, 2022

Outline of Presentation

1. Recap of First Work Session
2. Summary of PC Comments & Discussion
3. Update on C of O Question
4. Fence Standards in Nearby Cities
5. Next steps



Recap of Work Session #1

Outline from First Staff Presentation:

1. Purpose/need for discussion
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons
7. Next steps

Staff Summary of PC Discussion



City of Canby

MEMO TO PLANNING COMMISSION

DATE: June 30, 2022
 WORK SESSION DATE: July 11, 2022
 TO: Planning Commission
 STAFF: Ryan Potter, AICP, Planning Manager
 SUBJECT: Fence Standards – Summary of Work Session #1

Overview

On June 27, 2022, Canby Planning Staff and the Planning Commission conducted a work session—the first in a series of sessions—to discuss the City of Canby's residential fence standards and how those standards are implemented. Staff presented the Commission with a presentation that introduced the overall topic, explained what the City's code currently requires

Consensus Items

- There should be **latitude for a homeowner to realize their goals** for their property while still addressing some of the **design considerations** that the current code is based on.
- Setback requirements for fences should be **reasonable**.



Consensus Items



- **Enforcement** of code violations **should be increased** for the sake of fairness and consistency, and for holding builders and developers responsible for the work they do in Canby.
- Builders and developers working on larger subdivisions, in particular, need to be held responsible when they **repeatedly and knowingly violate the City's fence code**.

Consensus Items

- The City should explore additional **methods for managing compliance** with code.
- The City's development standards should be **more specific, more clear, and easier to use** by everyone.
- The Planning Commission has a strong interest in maintaining the **character and attractiveness** of the community.



Topics & Issues Raised by PC

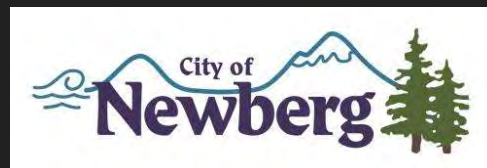
- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Consistency with County codes ▪ Certificate of occupancy procedures ▪ Fences vs. vegetation ▪ Regulations for specific conditions <ul style="list-style-type: none"> ▪ Adjacent to parks/logging trail/etc. ▪ Streets with planned improvements ▪ Unimproved streets ▪ Backing onto major streets ▪ Nonconforming uses | <ul style="list-style-type: none"> ▪ Potential new types of review (e.g., "adjustments") ▪ Enforcement procedures ▪ Grandfathering ▪ Expectations of homeowners ▪ Definitions |
|---|--|

Certificate of Occupancy Question

- **City involvement in C of O's for single-family homes**
 - Would require substantial staff resources
 - Would not address fences built after home is built
- **County's perspective**
 - Building code doesn't allow them to regulate fences under 7 feet
 - Suggestions: additional conditions of approval or enforcement actions

Fence Standards in Nearby Cities

- **City of Newberg**
 - 4 feet max in front yard setback, 6 feet max elsewhere
 - Allows corner lots to select a "front"; secondary frontage is considered "interior"
 - Vision clearance provisions



- (a) Not to exceed six feet in height. Located or maintained within the required interior yards. For purposes of fencing only, lots that are corner lots or through lots may select one of the street frontages as a front yard and all other yards shall be considered as interior yards, allowing the placement of a six foot fence on the property line. In no case may a fence extend into the clear vision zone as defined in NMC 15.410.060.
- (b) Not to exceed four feet in height. Located or maintained within all other front yards.

Fence Standards in Nearby Cities



■ City of Lake Oswego

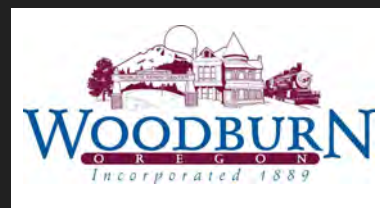
- 4 feet max along street frontages within first 10 feet
- 6 feet max elsewhere
- Vision clearance provisions

Maximum Height of a Fence in a Residential Zone: The maximum height of a fence or a fence/wall combination is 6 feet. However, when located within 10 feet of a property line abutting a public or private street or an access easement serving more than two lots, a fence or fence/wall combination can only be 4 feet in height. For the purposes of this section, alleys are not considered streets.

Fence Standards in Nearby Cities

■ City of Woodburn

- Fence permit
- Allows fences up to 8 feet
- Max height of 3 feet in front setbacks; on corner lots, fences above 3 feet must be set back 5 feet
- Vision clearance provisions



Fence Standards in Nearby Cities



City of Sherwood

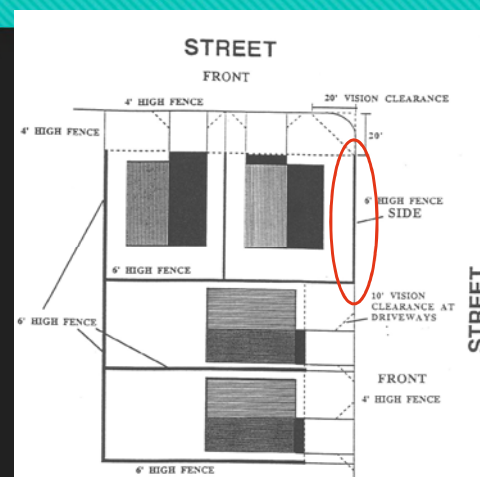
- 3.5 feet max in front setbacks
- 6 feet max elsewhere
- On corner lot side yards, fences above 3.5 feet have to be set back 5 feet
- Vision clearance provisions

- Fences and walls on corner lot street side setbacks are allowed up to 42 inches tall up to the property line or up to 6 feet tall no closer than 5 feet from the property line.

Fence Standards in Nearby Cities

City of Wilsonville

- Fences allowed to be 6 foot max in corner lot side yard setback
- Similar to what many developers have requested in Canby



Fence Standards in Nearby Cities



- **City of Oregon City**
 - Most restrictive of these six cities
 - 3.5 foot max in front setbacks AND within 40-foot public ROW setback
 - Doesn't appear to be enforced

1. Fences and walls – Fences and walls over 42 inches shall not be located in front of the front faced or within 40 feet of the public right-of-way, whichever is less. All other fences (including fences along the side and rear of a property) shall not exceed 6 feet in total height unless as permitted in 17.54.100, Section (B).

Next Steps

- Discussion of policy direction
- Staff will bring forward policy options

Work Session #3

Residential Fence Standards

Ryan Potter, AICP, Planning Manager

Planning Commission – December 12, 2022

Outline of Presentation

1. Recap of Previous Work Sessions
2. Three-dimensional models
3. Discussion
4. Next steps



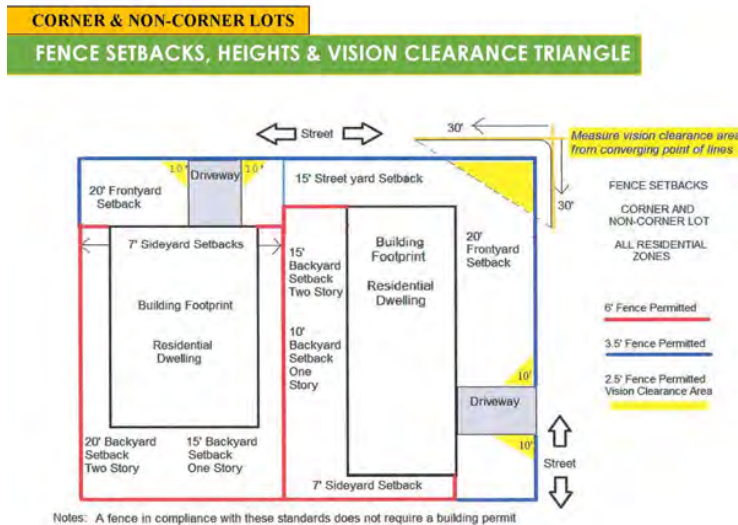
Recap of Work Sessions #1 and #2

Work Session 1:

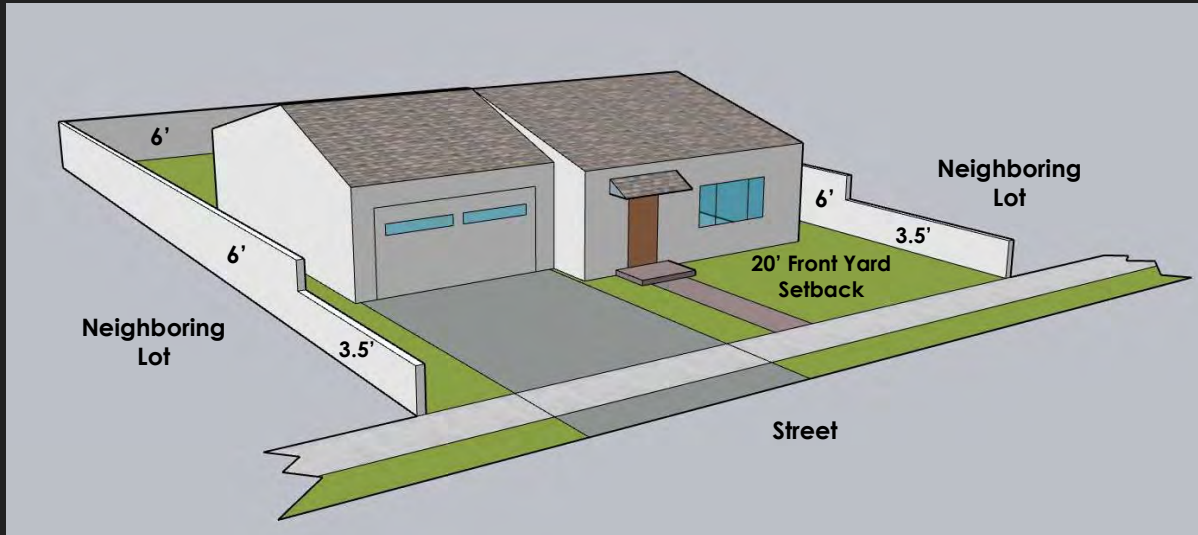
1. Purpose/need for discussion
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons

Work Session 2:

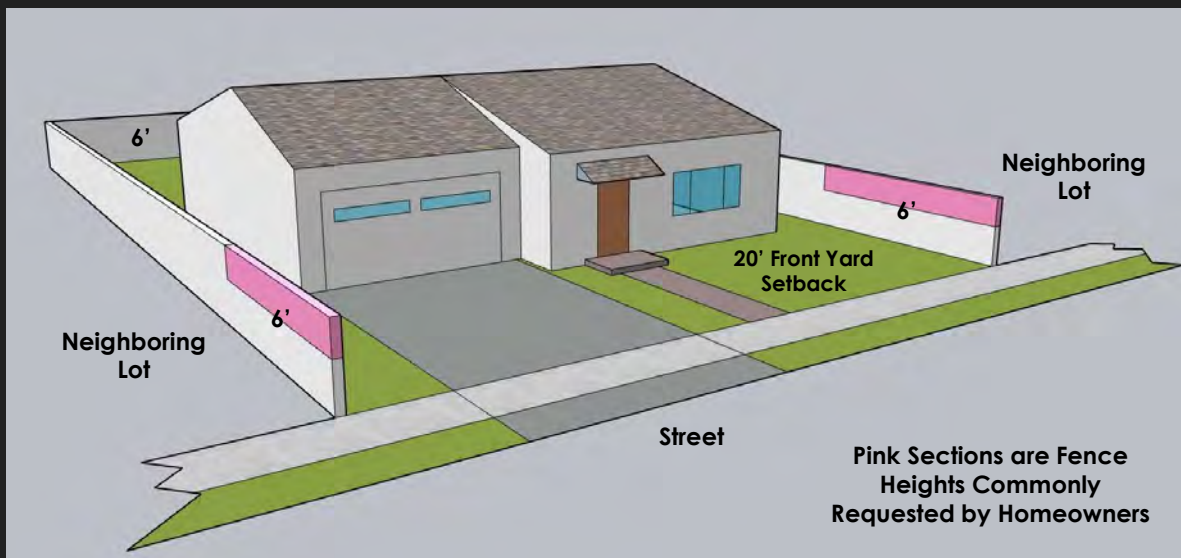
1. Recap of first session
2. Summary of PC Comments and Discussion
3. Examples of code-compliant fences
4. Update on C of O question
5. Fence standards in nearby cities



Currently Allowed – Mid-block Lot



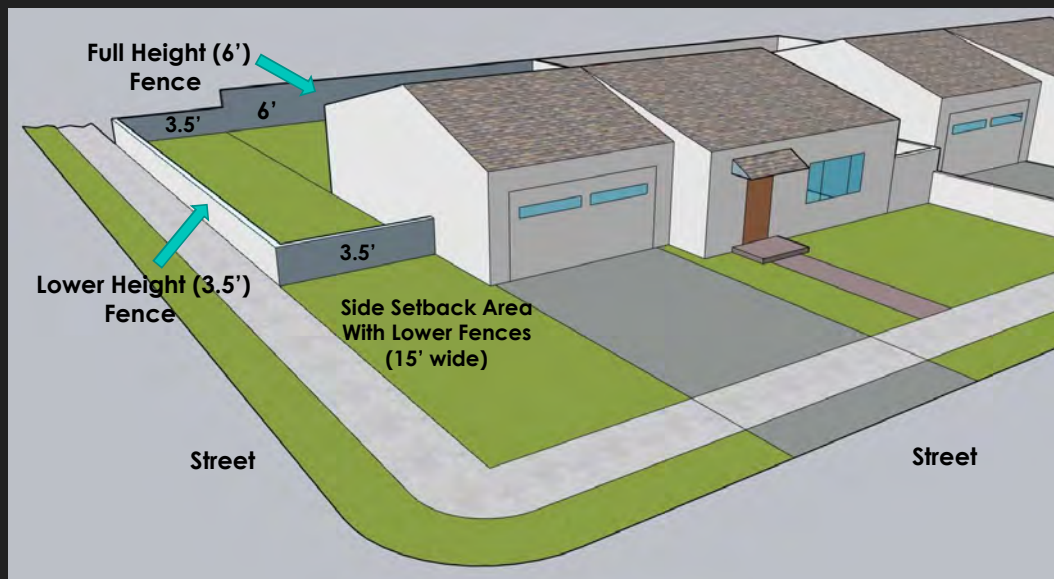
Not Currently Allowed – Mid-block Lot



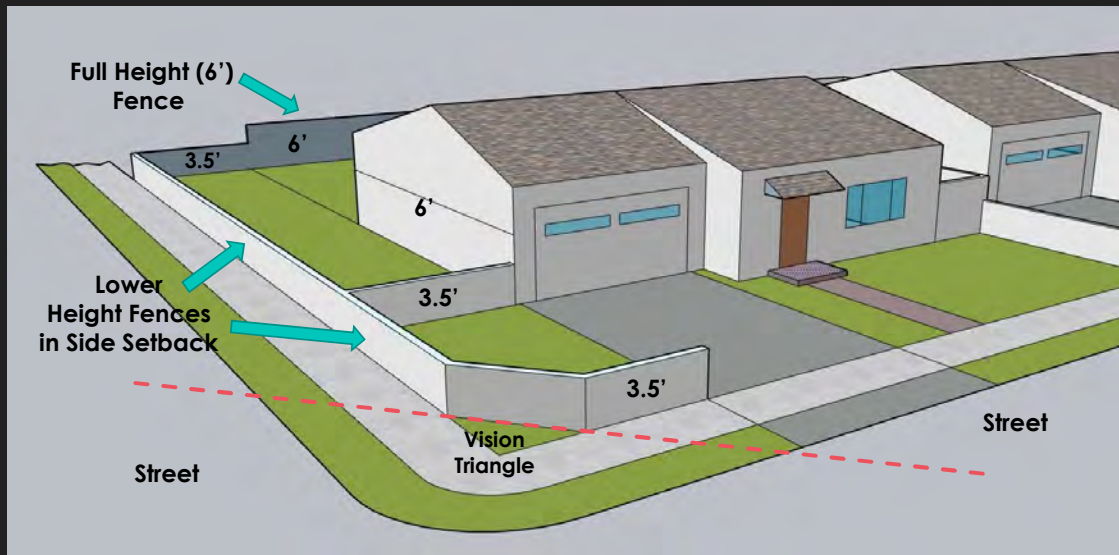
Currently Allowed – Corner Lot (#1)



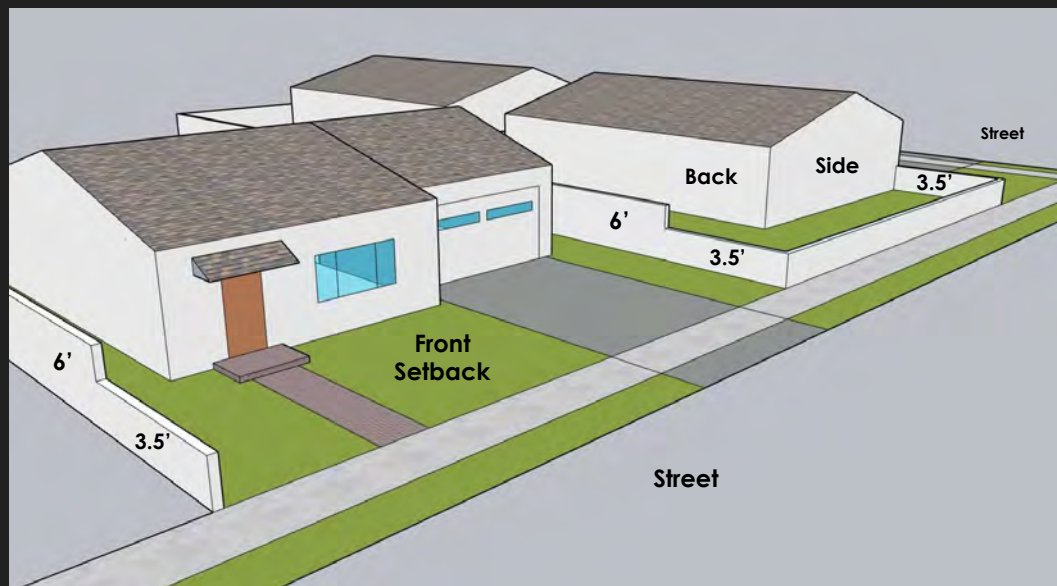
Currently Allowed – Corner Lot (#2)



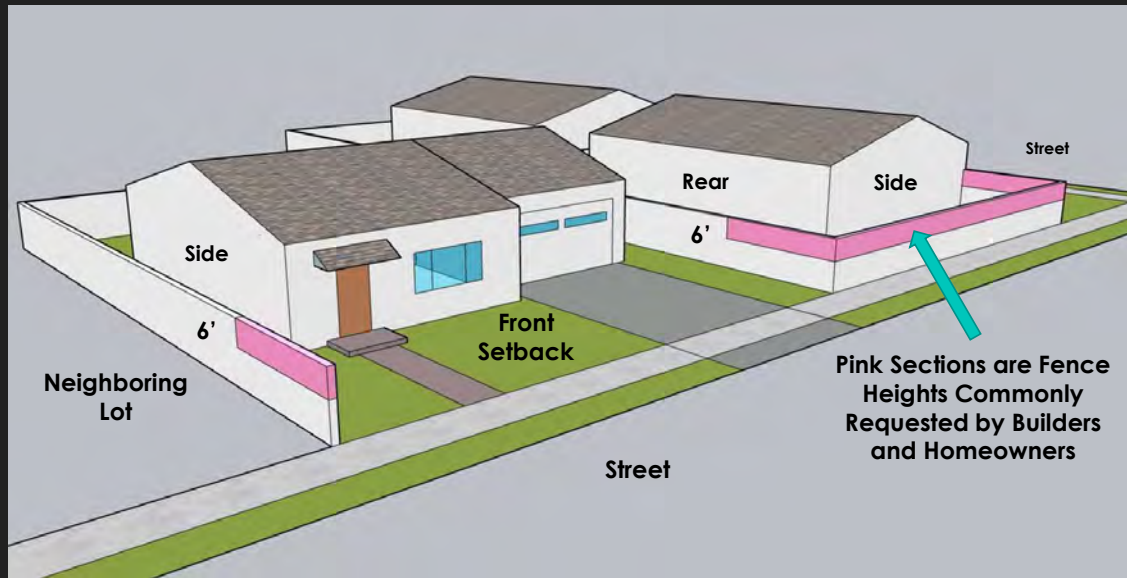
Currently Allowed – Corner Lot (#3)



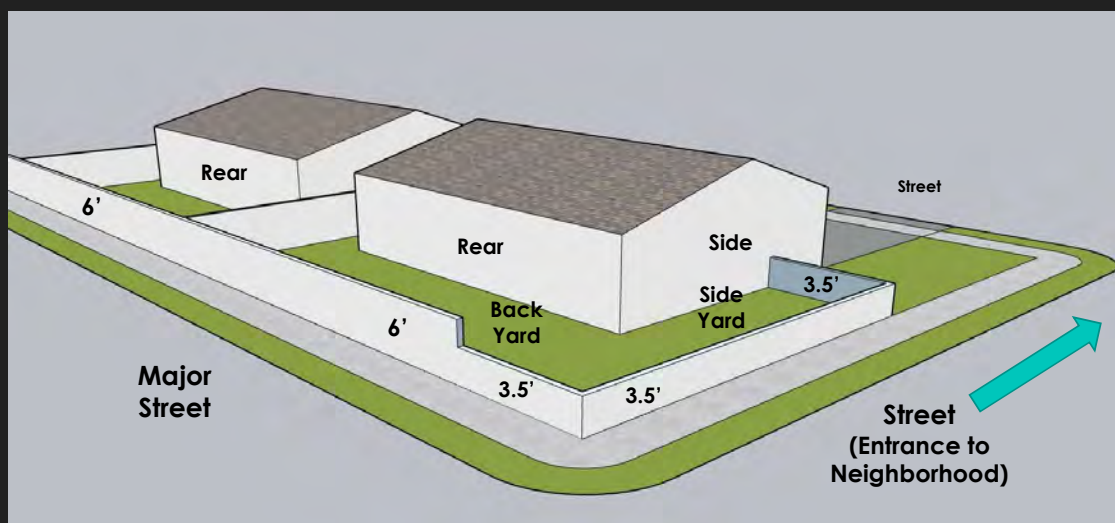
Currently Allowed – Corner & Mid-block Lot



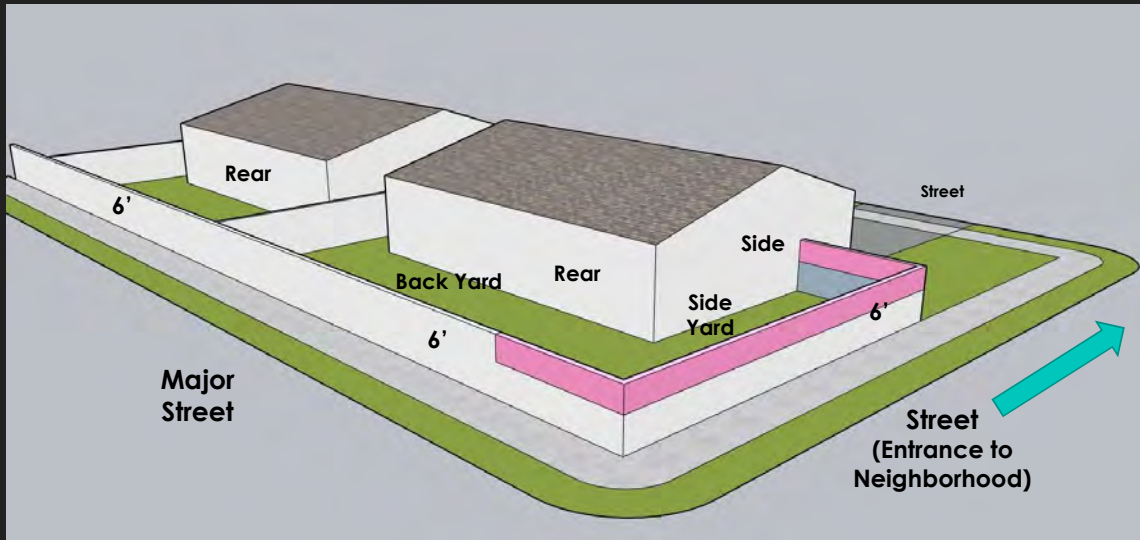
Not Currently Allowed – Corner & Mid-block Lot



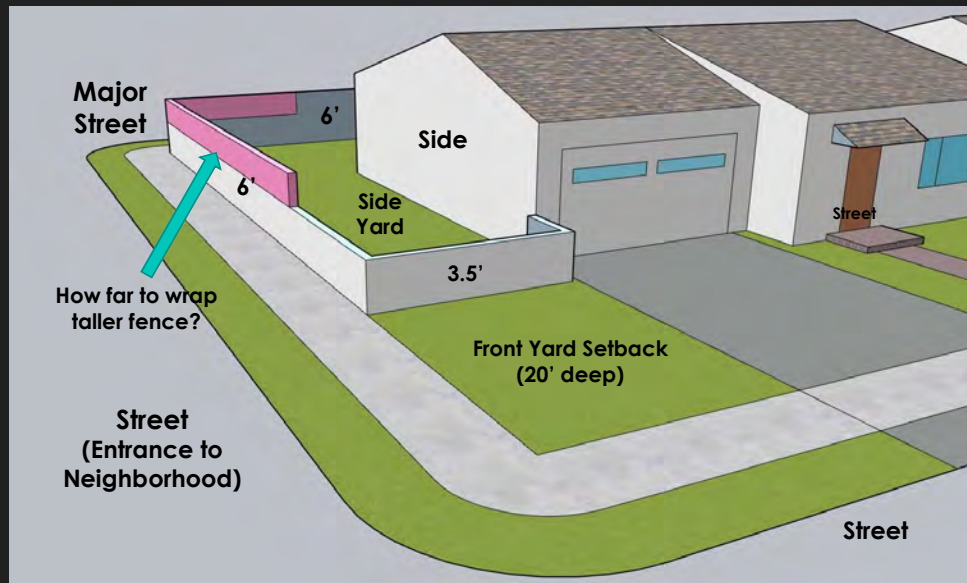
Gray Area – Backing onto Major Street



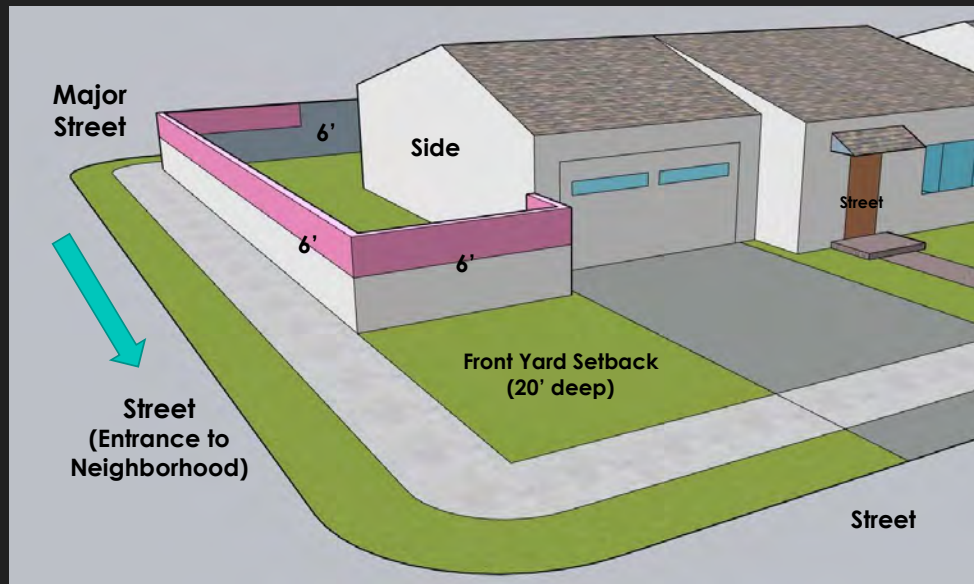
Gray Area – Backing onto Major Street



Gray Area – Backing onto Major Street



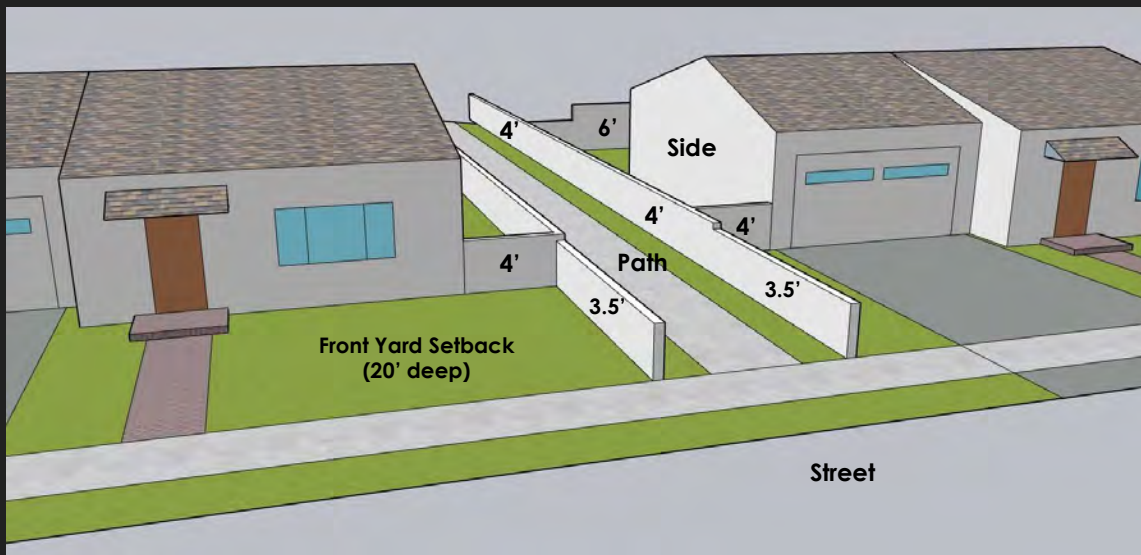
Gray Area – Backing onto Major Street



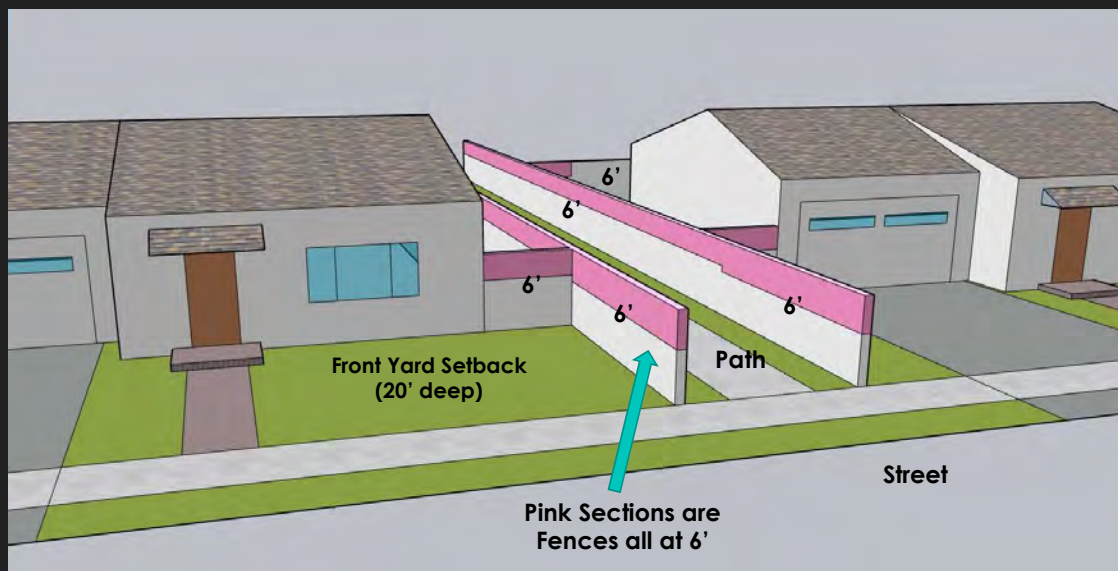
Private Fences Along Public Pathways

- G.** In all zones, private fences along a public pedestrian/bicycle pathway shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence.
1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below.
 2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below.
 - a. Solid fencing shall be no greater than four (4) feet in height; or
 - b. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or
 - c. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.

Currently Allowed – Adjacent to Pathways

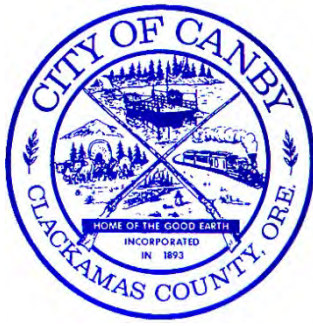


Not Currently Allowed – Adjacent to Pathways



Next Steps

- Discussion
- Staff will bring forward policy options



City of Canby

MEMO TO PLANNING COMMISSION

DATE: March 31, 2024
WORK SESSION DATE: April 8, 2024
TO: Planning Commission
STAFF: Ryan Potter, AICP, Planning Manager
SUBJECT: Fence Standards – Session #4

Overview

Canby Planning Staff and the Planning Commission have held three work sessions related to updating the City's fence standards. These previous sessions are listed below, along with links to the applicable meeting packets and YouTube videos. Staff encourage the Planning Commission to revisit these materials as a refresher on previous discussions.

| Work Session | Date | Link to Packet and Video |
|--------------|-------------------|---|
| 1 | June 27, 2022 | https://www.canbyoregon.gov/bc-pc/page/planning-commission-meeting-52 |
| 2 | July 25, 2022 | https://www.canbyoregon.gov/bc-pc/page/planning-commission-meeting-53 |
| 3 | December 12, 2022 | https://www.canbyoregon.gov/bc-pc/page/planning-commission-meeting-61 |

Upon digesting the Commission's previous comments, Planning Staff recognize that fencing is a complicated subject with a number of facets:

- Property rights and property owner's expectations,
- Code enforcement and fairness,
- Responsibilities of developers,
- Privacy and security,
- Urban design and neighborhood/community character,
- Safety, including pedestrian safety; and
- Sight distance and vision obstruction.

Due to this complexity, Staff have identified an approach to addressing potential code changes by placing different aspects of the subject in three different "buckets" to be discussed semi-independently. These are summarized on the following page.

| Bucket 1 | Bucket 2 | Bucket 3 |
|--|--|--|
| Fences for Typical Residential Yards | Fences for Special Conditions | Enforcement/ Processes |
| <ul style="list-style-type: none"> Fences heights in corner lot side yards Fence heights within front setbacks | <ul style="list-style-type: none"> Fences that back onto roadways Fences along trails/paths Fences that abut parks Fences separating uses (residential adjacent to nonresidential) Etc. | <ul style="list-style-type: none"> Proactive vs. reactive enforcement Potential for enforcing vision clearance/sight obstruction/vegetation overgrowth Fence permit vs. no permit Certificate of occupancy oversight |

In recent years, the items under Bucket 1 have caused the most issues with homeowners, builders, and developers. Staff recommend we aim to resolve the issues with these provisions first, with the idea that items under Bucket 2 and Bucket 3 will be subsequently addressed.

Fences for “typical” residential yards have been an issue largely because corner lot homeowners generally prefer to fully enclose their back yards with full height-fences, to preserve privacy and contain pets. Often, the aforementioned parties have either 1) ignored the code and built fences that are too high, or 2) complied with the code but strongly voiced objections to the current height limits.

Current Fence Code

Although a few tangential provisions are located elsewhere, Canby’s fence code is primarily located in Subsection 16.08.110 of Chapter 16.08, *General Provisions*. This chapter is an assortment of code provisions, many unrelated to each other, which make this a less than ideal location for the fence code. Staff have received feedback that the fence code is hard to find for the layperson.

The current fence code is reproduced in its entirety below. Note that the first two provisions (A and B) are those that apply to Bucket 1 site conditions:

16.08.110 Fences.

- A. Fences not more than three and one-half feet in height may be constructed within the street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- B. On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.
- C. No more than one row of fencing is allowed within a required street yard setback.

- D. The Planning Commission may require sight-blocking or noise mitigating fences for any development it reviews.
- E. Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2, or Planned Unit Development zones.
- F. No fence/wall shall be constructed throughout a subdivision, planned unit development or be part of a project that is/was subject to site and design review approval where the effect or purpose is to wall said project off from the rest of the community unless reviewed and approved by the Planning Commission. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997)
- G. In all zones, private fences along a public pedestrian/bicycle pathway shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence.
 - 1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below.
 - 2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below.
 - i. Solid fencing shall be no greater than four (4) feet in height; or
 - ii. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or
 - iii. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.
- H. Use of hazardous materials. Fences and walls shall not be constructed of or contain any material which will do bodily harm, such as electric or barbed wire, razor wire, broken glass, spikes, or any other hazardous or dangerous material, except as follows:
 - 1. Barbed wire or electrified fences enclosing livestock are permitted in any zone permitting farm use. Electrified fences shall be posted or flagged at not less than 25-foot intervals with clearly visible warnings of the hazard when adjacent to developed areas.
 - 2. In commercial and industrial zones barbed wire is permitted attached to the top of a fence that is at least six foot in height above grade; provided, that barbed wire shall not extend over a street, sidewalk, alley or roadway. The attached barbed wire shall be placed at least six inches above the top of the fence. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997; Ord. 1338, 2010; Ord. 1514, 2019)

Analysis

Changing provisions A and B, as identified above, would add clarity to the City's fence code and address comments and complaints received by Planning Staff. Code options for A and B are identified below:

Option 1 – Retain Current Code Language

- A. Fences not more than three and one-half feet in height may be constructed within the street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- B. On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.

Option 2 – Allow Residents to Fully Enclose Their Back Yards (via minor edits)

- A. Fences not more than three and one-half feet in height may be constructed within the **front** street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- ~~B. On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.~~

Option 3 – Allow Residents to Fully Enclose Their Back Yards (restructured code)

- A. Fences in the R-1, R-1.5, R-2, and C-1 zones shall be constructed consistent with following development standards:
1. Fences may not be taller than six feet in height in any location or condition.
 2. Fences in rear and side yard setbacks may be up to six feet in height (including adjacent to alleys, abutting properties, and streets), except where the side yard setback overlaps with the front yard setback (on both corner and non-corner lots).

[Optional language: Fences in corner lot side yards must be set back X feet from the back of sidewalk.] [Optional language: Fences adjacent to alleys must be set back X feet from the alley.]
 3. Fences in all front yard setbacks may not exceed three and one-half feet.

[Alternative language: Fences may not exceed three and one-half feet in the area between the front building façade and the public right-of-way.]
 4. In no case shall a fence be constructed in violation of the requirements of a vision clearance area.

These options are not exhaustive but are identified here to facilitate conversation in the Planning Commission work session. Because all of the above options result in positives and negatives, Planning Staff do not endorse a particular code option for provisions A and B at this time.

Three graphics from Work Session #3 are included below for reference. Figures 1 and 2 show what is currently allowed on corner lots, with all “street yards” requiring shorter fences.

Figure 1 – Current limitations on enclosing back yards (1 of 2).

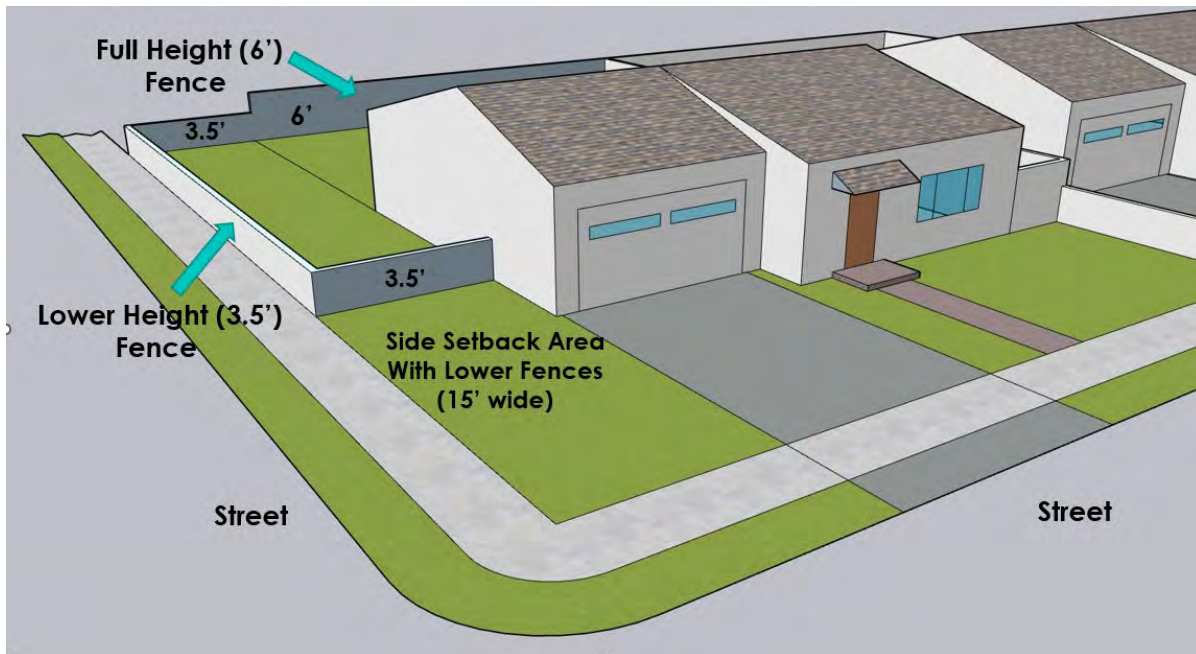


Figure 2 – Current limitations on enclosing back yards (2 of 2).

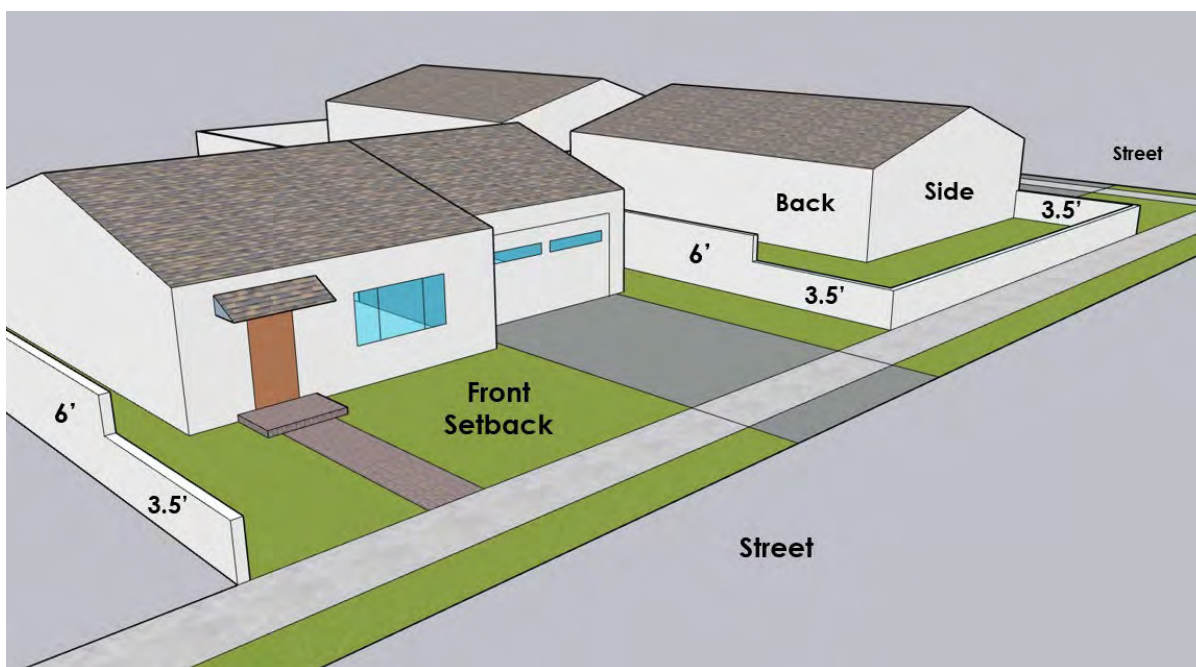
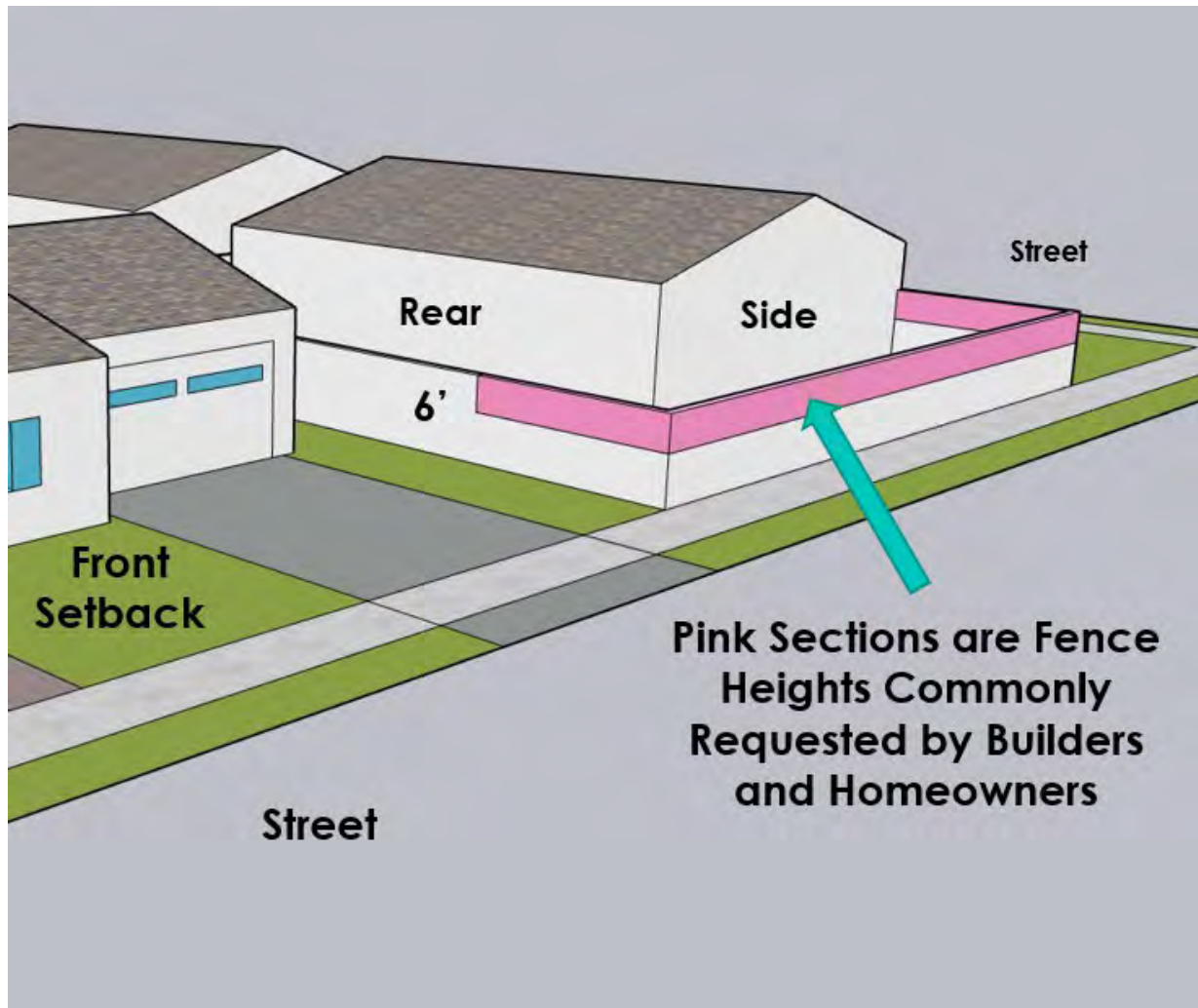


Figure 3 shows what many homeowners, builders, and developers have requested, which is corner lot back yards that have full-height (six feet) fences that wrap around into the street-facing side yard. Note that the viewer is looking at the back of a home whose “front” is facing the back of the graphic. Also note that if this home had a mirrored row of houses behind it, the pink fence would presumably be twice as long along the side-street sidewalk.

Figure 3 – More permissive back/side yard fencing.



Staff Recommendation

Planning Staff recommend that the Planning Commission continue to contemplate changes to the City's fence code as Staff work on additional code language.

Attachments

- Planning Commission Memo from July 11, 2022.

Work Session #4

Residential Fence Standards

Ryan Potter, AICP, Planning Manager

Planning Commission – April 8, 2024

Slide 1 of 13

1

Outline of Presentation

1. Recap of Previous Work Sessions
2. Separation of Topic into Three Parts
3. Fences in Corner Lot Side Yards
4. Next steps



Slide 2 of 13

2

Recap of Previous Work Sessions

Session #1

1. Purpose/need
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons

Session #2

1. Recap
2. Summary of PC Comments/Discussion
3. C of O Question
4. Fence Standards in Nearby Cities

Session #3

1. Recap
2. Three-dimensional models

Slide 3 of 13

3

Fence Code In Three “Buckets”

| Bucket 1 | Bucket 2 | Bucket 3 |
|--|--|--|
| Fences for Typical Residential Yards | Fences for Special Conditions | Enforcement/ Processes |
| <ul style="list-style-type: none"> Fences heights in corner lot side yards Fence heights within front setbacks | <ul style="list-style-type: none"> Fences that back onto roadways Fences along trails/paths Fences that abut parks Fences separating uses (residential adjacent to nonresidential) Etc. | <ul style="list-style-type: none"> Proactive vs. reactive enforcement Potential for enforcing vision clearance/sight obstruction/vegetation overgrowth Fence permit vs. no permit Certificate of occupancy oversight |

Slide 4 of 13

4

Current Code for “Typical” Residential Lots

Subsection 15.08.110, A-B:

- A. Fences not more than three and one-half feet in height may be constructed within the street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- B. On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.

Slide 5 of 13

5

Current Code for “Typical” Residential Lots

Subsection 15.08.110, A-B: [emphasis added]

- A. Fences not more than **three and one-half feet in height may be constructed within the street setbacks** of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- B. **On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.**

Slide 6 of 13

6

Code Options

Option 2 – Allow Residents to Fully Enclose Their Back Yards (via minor edits)

- A. Fences not more than three and one-half feet in height may be constructed within the **front** street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or street yard along an alley; provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.
- ~~B. On corner lots, the 3.5-foot height limit will apply within the required setback along both street-facing yards.~~

Slide 7 of 13

7

Option 3 – Allow Residents to Fully Enclose Their Back Yards (restructured code)

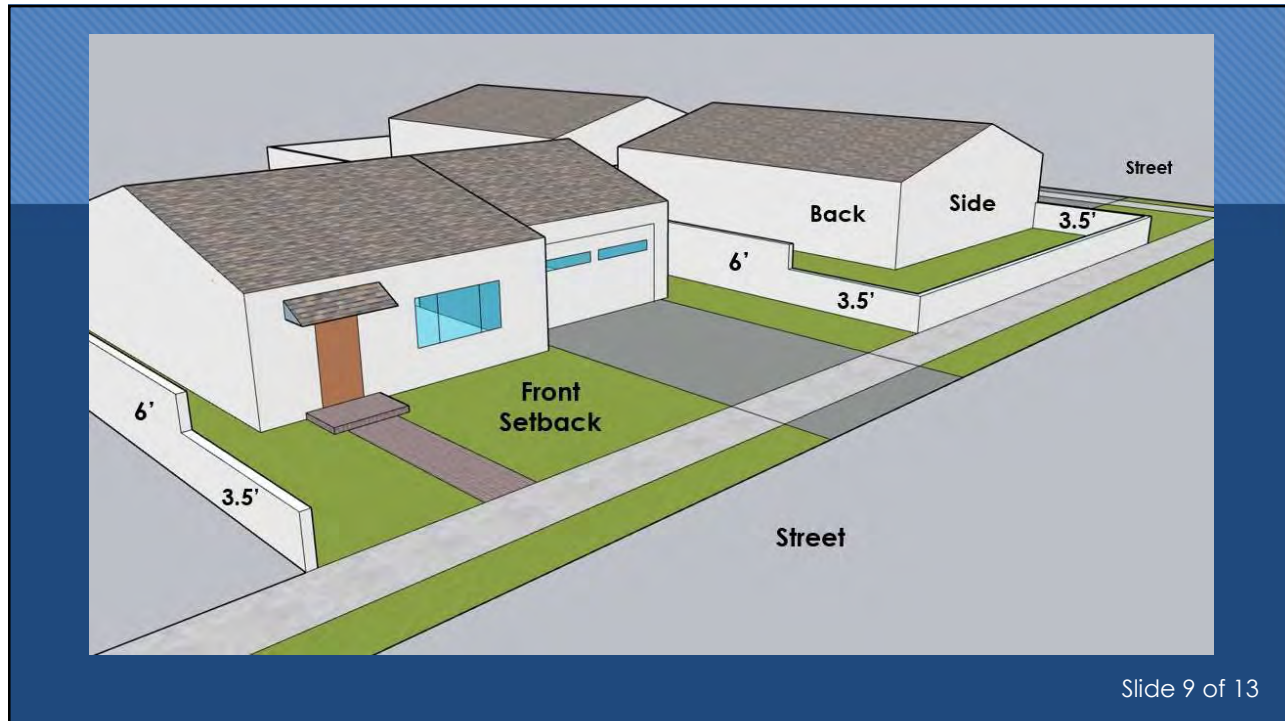
- A. Fences in the R-1, R-1.5, R-2, and C-1 zones shall be constructed consistent with following development standards:
 - 1. Fences may not be taller than six feet in height in any location or condition.
 - 2. Fences in rear and side yard setbacks may be up to six feet in height (including adjacent to alleys, abutting properties, and streets), except where the side yard setback overlaps with the front yard setback (on both corner and non-corner lots).

[Optional language: Fences in corner lot side yards must be set back X feet from the back of sidewalk.] [Optional language: Fences adjacent to alleys must be set back X feet from the alley.]
 - 3. Fences in all front yard setbacks may not exceed three and one-half feet.

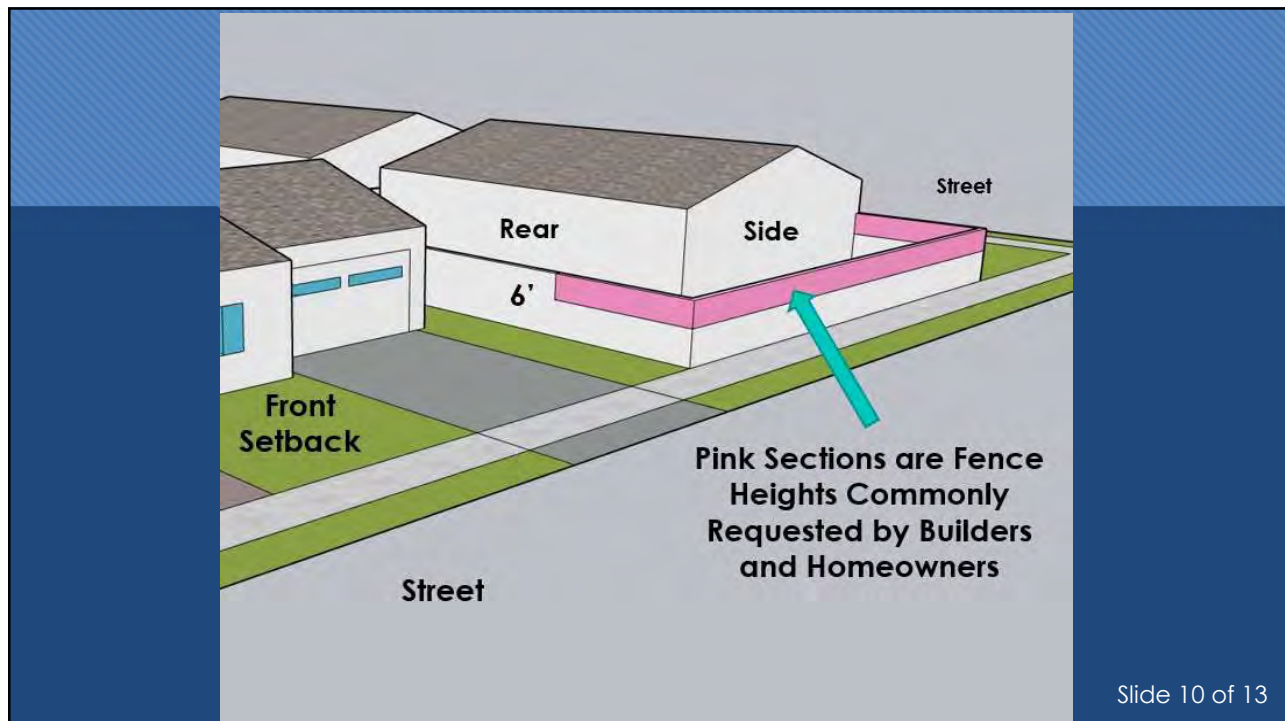
[Alternative language: Fences may not exceed three and one-half feet in the area between the front building façade and the public right-of-way.]
 - 4. In no case shall a fence be constructed in violation of the requirements of a vision clearance area.

Slide 8 of 13

8




9




10

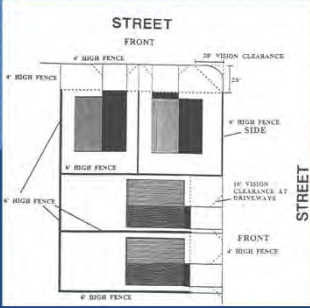
Proposed Code Change



Allowed Currently



Allowed with proposed code language (Options 2 and 3)



City of Wilsonville Code

Slide 11 of 13

11

Proposed Code Change – Aesthetic and Other Impacts




Slide 12 of 13

12

Next Steps

- Staff will work on refining the code language.
- Future work sessions will address Buckets #2 and #3.

Slide 13 of 13

Work Session #5

Fence Standards

Ryan Potter, AICP, Planning Manager

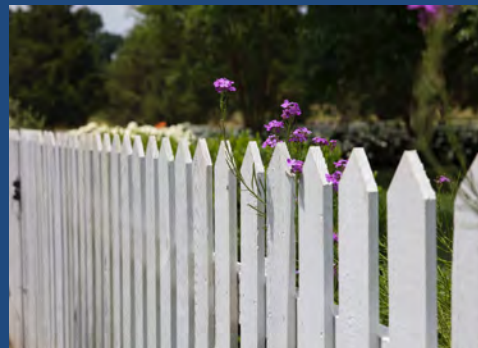
Planning Commission – August 26, 2024

Slide 1 of 23

1

Outline of Presentation

1. Recap of previous work sessions
2. Fences along trails and paths
3. Fences next to parks and streets
4. Other unique fence conditions
5. Next steps



Slide 2 of 23

2

Recap of Previous Work Sessions

Session #1

1. Purpose/need
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons

Session #2

1. Recap
2. Summary of PC Comments/Discussion
3. C of O Question
4. Fence Standards in Nearby Cities

Session #3

1. Recap
2. Three-dimensional models

Session #4

1. Recap
2. Fences on corner lots

Slide 3 of 23

3

Fence Code In Three “Buckets”

| Bucket 1 | Bucket 2 | Bucket 3 |
|--|--|--|
| Fences for Typical Residential Yards | Fences for Special Conditions | Enforcement/ Processes |
| <ul style="list-style-type: none"> • Fences heights in corner lot side yards • Fence heights within front setbacks | <ul style="list-style-type: none"> • Fences that back onto roadways • Fences along trails/paths • Fences that abut parks • Fences separating uses (residential adjacent to nonresidential) • Etc. | <ul style="list-style-type: none"> • Proactive vs. reactive enforcement • Potential for enforcing vision clearance/sight obstruction/vegetation overgrowth • Fence permit vs. no permit • Certificate of occupancy oversight |

Slide 4 of 23

4

Fence Code In Three “Buckets”

| Bucket 1 | Bucket 2 | Bucket 3 |
|--|--|--|
| Fences for Typical Residential Yards | Fences for Special Conditions | Enforcement/ Processes |
| <ul style="list-style-type: none"> Fences heights in corner lot side yards Fence heights within front setbacks | <ul style="list-style-type: none"> Fences that back onto roadways Fences along trails/paths Fences that abut parks Fences separating uses (residential adjacent to nonresidential) Etc. | <ul style="list-style-type: none"> Proactive vs. reactive enforcement Potential for enforcing vision clearance/sight obstruction/vegetation overgrowth Fence permit vs. no permit Certificate of occupancy oversight |

Session #4

Session #5

Slide 5 of 23

5

Current Code Language

- G. In all zones, private fences along a public pedestrian/bicycle pathway shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence.
1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below.
 2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below.
 - a. Solid fencing shall be no greater than four (4) feet in height; or
 - b. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or
 - c. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.

Slide 6 of 23

6

Current Code Language

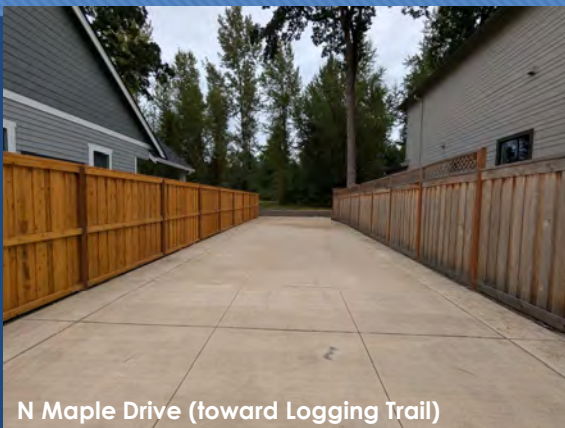
G. In all zones, private fences along a public pedestrian/bicycle pathway shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence.

1. Fencing installed as part of a new subdivision shall comply with either (a) or (b) below.
2. Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below.
 - a. Solid fencing shall be no greater than four (4) feet in height; or
 - b. Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or
 - c. Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.

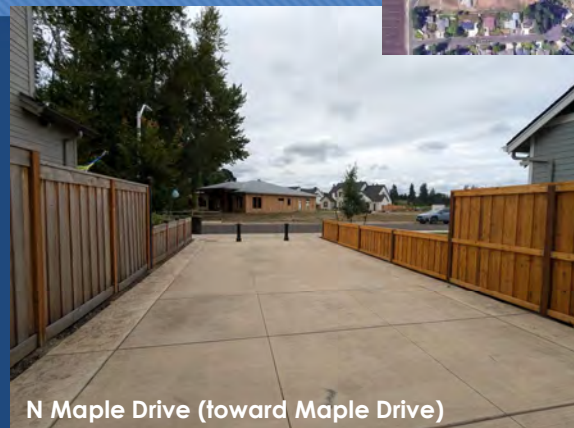
Slide 7 of 23

7

Existing Fences Adjacent to Paths



N Maple Drive (toward Logging Trail)



N Maple Drive (toward Maple Drive)

Slide 8 of 23

8

Existing Fences Adjacent to Paths



NE 18th Place (connection to Logging Trail)



N Ponderosa Street (connection to Logging Trail)

Slide 9 of 20

9

Existing Fences Adjacent to Parks



SE 10th Avenue (toward Ackerman fields)

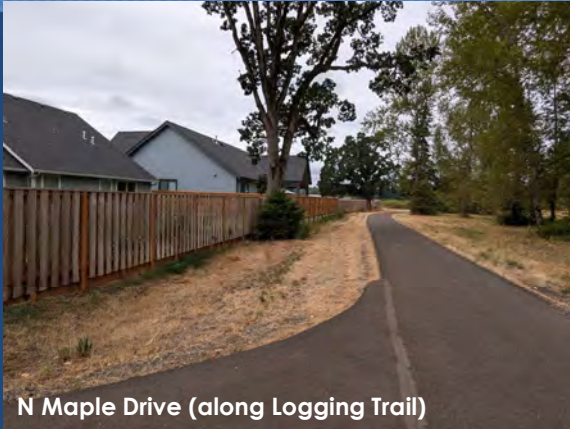


SE 10th Avenue (toward neighborhood)

Slide 10 of 23

10

Existing Fences Adjacent to Paths



N Maple Drive (along Logging Trail)



N Maple Drive (intersection with Logging Trail)

Slide 11 of 23

11

Step-Down Fences Next to Paths



Slide 12 of 23

12

Current Code Language

F. No fence/wall shall be constructed throughout a subdivision, planned unit development or be part of a project that is/was subject to site and design review approval where the effect or purpose is to wall said project off from the rest of the community unless reviewed and approved by the Planning Commission. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997)

Slide 13 of 23

13

Existing Fences Adjacent to Parks



Northwood Park




Northwoods Park


Slide 14 of 23

14


Existing Fences Adjacent to Parks



Ivy Ridge Estates (future park)



Ivy Ridge Estates (future park)



Slide 15 of 23

15

Existing Fences Adjacent to Parks



Legacy Park




Maple Street Park




Slide 16 of 23


16

Fences Along Major Streets





SE 13th Avenue (Tofte Farms)



Legacy Park and SE 13th Avenue

Slide 17 of 23

17

Fences Along Major Streets





N Holly Street



N Holly Street (Dodd's Farm)

Slide 18 of 23

18

Fences That Back Against Streets



Slide 19 of 23

19

Discussion / Central Issues

- Privacy vs. inviting pedestrian environment
- Character of public spaces
- Creating more clarity in code
- Filling in gaps where code is silent

Slide 20 of 23

20

Current Code Language – Nonresidential

General Fence Standards for Nonresidential (outside of C-1)

- E. Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2, or Planned Unit Development zones.

Industrial Park Overlay

- D. Open storage or "laydown yards" shall be screened by a six foot site-obscuring fence or hedge-type vegetation that would become a solid site obscuring barrier within three years of planting. (Ord. 1008 section 1[part], 1998; Ord. 1237, 2007; Ord. 1299, 2008; Ord. 1514, 2019)

Slide 21 of 23

21

Next Steps

- Staff will write new/revised code language.
- Staff will bring fence code revisions to Planning Commission for a recommendation.
- Proposed code changes will go to City Council for adoption.

Slide 22 of 23

22

Fence Code In Three “Buckets”

| Bucket 1 | Bucket 2 | Bucket 3 |
|--|--|--|
| Fences for Typical Residential Yards | Fences for Special Conditions | Enforcement/ Processes |
| <ul style="list-style-type: none"> Fences heights in corner lot side yards Fence heights within front setbacks | <ul style="list-style-type: none"> Fences that back onto roadways Fences along trails/paths Fences that abut parks Fences separating uses (residential adjacent to nonresidential) Etc. | <ul style="list-style-type: none"> Proactive vs. reactive enforcement Potential for enforcing vision clearance/sight obstruction/vegetation overgrowth Fence permit vs. no permit Certificate of occupancy oversight |

Slide 23 of 23

23

Thanks!

24

Work Session #6

Fence Standards

Ryan Potter, AICP, Planning Manager

Planning Commission – April 14, 2025

Slide 1 of 13

1

Recap of Previous Work Sessions

Session #1

1. Purpose/need
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons

Session #2

1. Recap
2. Summary of PC Comments/Discussion
3. C of O Question
4. Fence Standards in Nearby Cities

Session #3

1. Recap
2. Three-dimensional models

Session #4

1. Recap
2. Fences on corner lots

Session #5

1. Recap
2. Fences in non-standard conditions

Slide 2 of 13

2

Proposed Fence Code Text **Intro/Vision Clearance**

16.08.110 Fences.

The City's fence code is intended to balance privacy with safety and aesthetic considerations.

Staff Comment: This addition is meant to establish the foundational principle of the fence code.

- A. In no case shall a fence be constructed in the vision clearance triangle of a street, alley, or pedestrian/bicycle pathway. This applies in all zones and in all lot configurations. As defined in Chapter 16.04, vision clearance triangles must be free of obstructions between two and one-half feet and ten feet in height.

Staff Comment: This was added up front to emphasize that the vision clearance concept applies everywhere, which is something Planning Commission advocated for in their feedback.

Slide 3 of 13

3

Proposed Fence Code Text **Normal Residential Lots**

- B. Fences not more than three and one-half feet in height may be constructed within the front street setbacks of any R-1, R-1.5, R-2 or C-1 zone. Fences not more than six feet in height may be constructed in any interior yard, rear yard, or ~~street yard~~ along an alley; ~~provided, however, that in no case shall a fence be constructed in violation of the requirements of a vision clearance area.~~

Staff Comment: This was reworded consistent with our proposal to be more permissive in street-adjacent side yards (see (C) below). The vision clearance language was moved to its own provision (see (A) above).

Slide 4 of 13

4

Proposed Fence Code Text **Corner Lots**

- C. On corner lots, fences may be constructed up to six feet in height along the secondary street frontage in the side yard setback (i.e., in the street-adjacent side yard), except where the side setback overlaps the lot's front setback. As with all fences within the front setback, fences that continue into the front setback must then step down to a maximum of three and a half feet. ~~the 3.5-foot height limit will apply within the required setback along both street-facing yards.~~

Staff Comment: This provision was the primary driver for us changing the fence code. Due to homeowner feedback, we are proposing to allow six-foot fences to wrap around into the street-adjacent side yard on corner lots, up to the front yard setback. This allows people to "box in" their back yards more easily. Right now, the fence either has to be low or pushed back to the setback line near the main structure.

Slide 5 of 13

5

Proposed Fence Code Text **Through Lots/Double Fences**

- D. On lots where a rear yard abuts a public street or alley (such as "through lots" as defined in Chapter 16.04), rear yard fences may be constructed up to six feet in height.

Staff Comment: This new bullet aims to address a condition for which the existing code is silent. In practice, most new subdivisions already place full-height fences along rear yards where they back onto streets (e.g., at the edge of new neighborhoods).

- E. No more than one row of fencing is allowed within a required street yard setback.

Staff Comment: Planning Staff are open to discussing this provision. The reason(s) for prohibiting redundant layers of fencing is not stated in the existing code.

Slide 6 of 13

6

Proposed Fence Code Text **Mitigation Fences/PUDs**

- F. The Planning Commission may require sight-blocking or noise mitigating fences for any development it reviews. Any such requirement shall be tied to a specific adverse impact caused by the project and not required purely for aesthetic reasons.

Staff Comment: Language was added to this provision to add clarity and purpose.

- G. Fences of up to eight feet in height are permitted for any development in C-2, C-M, M-1 or M-2, ~~or Planned Unit Development~~ zones.

Staff Comment: Planning Unit Developments were removed from this provision since PUDs are often residential neighborhoods, where eight-foot fences are not appropriate. A PUD could propose specific fence heights and include them in the land use approval for the PUD.

Slide 7 of 13

7

- I. In ~~all R-1, R-1.5, R-2 and C-1~~ zones, private fences along a public pedestrian/bicycle pathway may be constructed up to six feet in height, except within a 20-foot setback along the street where they must step down to no more than three and one-half feet, as with other fences in those zones. In the C-2, C-M, M-1, and M-2 zones, private fences along public pedestrian pathways may be constructed up to eight feet but may not conflict with vision clearance requirements. ~~shall comply with the following in order to provide security and visibility for pathway users while maintaining privacy for the residence:~~

1. ~~Fencing installed as part of a new subdivision shall comply with either (a) or (b) below:~~
2. ~~Fencing installed by a property owner on an individual lot shall comply with either (a), (b), or (c) below:~~
 - a. ~~Solid fencing shall be no greater than four (4) feet in height; or~~
 - b. ~~Fencing shall be constructed with black open wire material, wooden slats, or some other material that allows visual access between the pathway and adjacent uses; or~~
 - c. ~~Solid fencing shall be set back at least three (3) feet from the property line that abuts the pathway.~~

Staff Comment: This existing code provision was confusing in structure and has been replaced with simpler requirements. The proposed replacement language is more permissive in two ways: a) allowing homeowners to "box in" residential side and back yards with six-foot fences adjacent to pathways, and b) not regulating fence material. Both are a response to comments that Staff have received from the public.

Proposed Fence Code Text **Fences Along Paths**

Slide 8 of 13

8

Proposed Fence Code Text **Hazardous Materials**

J. Use of hazardous materials. Fences and walls shall not be constructed of or contain any material which will do bodily harm, such as electric or barbed wire, razor wire, broken glass, spikes, or any other hazardous or dangerous material, except as follows:

- ~~1. Barbed wire or electrified fences enclosing livestock are permitted in any zone permitting farm use. Electrified fences shall be posted or flagged at not less than 25-foot intervals with clearly visible warnings of the hazard when adjacent to developed areas.~~

Staff Comment: Livestock-based agriculture is not an allowed use in any of the City's zones. Therefore, this provision has no purpose.

2. In commercial and industrial zones barbed wire is permitted attached to the top of a fence that is at least six foot in height above grade; provided, that barbed wire shall not extend over a street, sidewalk, alley or roadway. The attached barbed wire shall be placed at least six inches above the top of the fence. (Ord. 890 section 8, 1993; Ord. 740 section 10.3.05(K), 1984; Ord. 955 section 2, 1996; Ord. 981 section 43, 1997; Ord. 1338, 2010; Ord. 1514, 2019)

Slide 9 of 13

9

Proposed Fence Code Text **Arbors**

16.08.115 Arbors

A. Arbors that are constructed of proper design (height and setbacks) and in accordance with, the design standards of the particular zone where it is located are allowed with the following limitations:

1. Arbors shall be stand-alone structures and shall not be attached to a fence.

Staff Comment: Planning Staff are open to discussing this provision. Staff are unsure why arbors cannot be allowed to be attached to a fence.

2. The arbor shall not exceed eight feet in height and shall maintain a five foot setback from the property line.

Slide 10 of 13

10

Proposed Fence Code Text **Arbors with Vegetation**

3. ~~If the vegetation becomes too full or too high, the owner is financially responsible to rectify the situation, and to maintain the vegetation, and arbor;~~

Staff Comment: This provision was removed because it is too vague and unenforceable. There is no definition given for "too full or too high" and City management of vegetation (which has changing dimensions over time) is not an activity for which resources are available. Furthermore, provisions elsewhere in the code address vision clearance and hazards in the public right-of-way.

4. The primary purpose of the arbor is to support and sustain foliage/vegetation, provide shade, recreational space, and ~~ascetic~~ **aesthetic** amenity. (Ord. 1514, 2019)

Staff Comment: This Scribner's error regarding word choice was fixed to match the intended meaning.

Slide 11 of 13

11

Proposed Fence Code Text **Industrial Park Overlay**

From Chapter 16.35 (no change proposed):

O. Open storage or "laydown yards" shall be screened by a six foot site-obscuring fence or hedge-type vegetation that would become a solid site obscuring barrier within three years of planting. (Ord. 1008 section 1[part], 1998; Ord. 1237, 2007; Ord. 1299, 2008; Ord. 1514, 2019)

Slide 12 of 13

12

Next Steps

- Staff will bring a formal text amendment to Planning Commission for a recommendation.
- The TA will go to City Council for adoption.

Slide 13 of 13

13

Public Hearing TA 25-02 – Fence Standards

Ryan Potter, AICP, Planning Manager

Planning Commission – August 11, 2025

Slide 1 of 8

1

Recap of Work Sessions



Session #1

1. Purpose/need
2. What the code requires
3. Examples of code-compliant fences
4. Design principles
5. Fence violations including examples
6. Pros/cons

Session #2

1. Recap
2. Summary of PC Comments/Discussion
3. C of O Question
4. Fence Standards in Nearby Cities

Session #3

1. Recap
2. Three-dimensional models

Session #4

1. Recap
2. Fences on corner lots

Session #5

1. Recap
2. Fences in non-standard conditions

Session #6

1. Draft Code Text

Slide 2 of 8

2

Current Status and Next Steps

- Staff have prepared draft code changes.
- August 11 – **Planning Commission** Hearing
- August 20 – **City Council** Hearing
- Staff will prepare diagrams and handouts for public use.
- Future: Comprehensive Code Update (planned to begin Winter 2025/2026)



Slide 3 of 8

3

What is proposed?

- Nothing has changed significantly since the last work session.
- Minor edits were made to reflect Commissioner comments.
- The most significant change is still related to corner lot side yards.
- Two definitions were added: "fence" and "fence height"



Slide 4 of 8

4

Approval Criteria – Subsection 16.88.170(D)

In judging whether or not this title should be amended or changed, the Planning commission and City Council shall consider:

1. The **Comprehensive Plan** of the City and the **plans and policies** of the County, State, and local districts, in order to preserve functions and local aspects of land conservation and development;
2. A **public need** for the change;



Slide 5 of 8

5

Approval Criteria – Subsection 16.88.170(D)

3. Whether the proposed change will **serve the public need better** than any other change which might be expected to be made;
4. Whether the change will preserve and protect the **health, safety and general welfare** of the residents in the community;
5. Statewide **planning goals**.



Slide 6 of 8

6

Options

1. Recommend approval of TA 25-02 as written.
2. Recommend approval of TA 25-02 with changes.
3. Recommend that Council not approve TA 25-02.



Slide 7 of 8

7

Recommendation



- Staff recommend that the Planning Commission forward a **recommendation of approval** to City Council related to text amendment TA 25-02.

Slide 8 of 8

8



NOTICE OF PUBLIC HEARING

CITY OF CANBY

This Public Hearing Notice is to inform you of the opportunity to comment on text amendment TA 25-02, City of Canby Fence Code Amendment, which would revise Chapter 16.08 of the Canby Municipal Code. The City Council Public Hearing is scheduled for Wednesday, August 20, 2025, at 7 pm, in the City Council Chambers, 222 NE 2nd Ave, Canby, OR 97013. City staff seek City Council approval to adopt the recommendation of the Planning Commission.

The public can register to attend the meeting virtually by contacting the Deputy City Recorder at ridgleyt@canbyoregon.gov or call 503-266-0637. Please email your comments to PublicComments@canbyoregon.gov no later than **3 pm on Wednesday, August 20, 2025**.

A staff report and more information are available on the City Council webpage: https://www.canbyoregon.gov/meetings?field_microsite_tid_1=27

Canby Planning Department
222 NE 2nd Avenue - 503-266-7001

Please publish in the Canby Herald on Wednesday, August 13, 2025
Sent to the Canby Herald on Friday, August 8, 2025.

Email Public Notices to: mcaplan@pamplinmedia.com

Please send proof and charge to Account 100-103-419-6100.

If you have questions, please contact Emily Sasse at 503-266-0684 or by email sassee@canbyoregon.gov.



CITY COUNCIL Staff Report

Meeting Date: 8/20/2025

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Emily Guimont, City Attorney
Agenda Item: Consider **Ordinance No. 1654**, An Ordinance Authorizing the Interim City Administrator to Enter into a Collective Bargaining Agreement (CBA) Between the City of Canby, Oregon, and AFSCME Council 75, Local 350-6. (*Second Reading*)
Goal:
Objective:

Background

AFSCME COUNCIL 75, LOCAL 350-6 ("Union") is the certified labor representative for the bargaining unit comprised of all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees, and temporary employees.

Under Oregon law, the City must bargain with the Union over the terms of employment applicable to these positions. This is called collective bargaining, and the result of collective bargaining is the collective bargaining agreement (CBA).

The current CBA expired on June 30, 2025. In March of 2025, the City and CPA began bargaining for successor CBA through their respective bargaining teams. The City's bargaining team is comprised of Marisa Ely, Jerry Nelzen, Pete Wood, and Emily Guimont. On July 30, 2025, the bargaining teams tentatively agreed to the terms of a successor CBA. Those terms are brought to Council today as the proposed successor CBA for Council's consideration and ratification.

The City's bargaining team believe that this proposed successor CBA is a fair compromise between the City and the Union that protects City operations and management rights, promotes a healthy and collaborative work environment, keeps the City's compensation competitive within the industry market, ensures successful recruitment of new employees, secures retention of current employees, and complies with Council's fiscal goals. For these reasons, the City's bargaining team recommends that the Council ratify this proposed successor CBA by voting to adopt the accompanying Ordinance No.1654.

Discussion

The proposed successor CBA is attached to this staff report. The changes in the proposed successor CBA are reflected in tracked changes. The following is a high-level summary of certain changes in the proposed successor CBA.

1. Except for wages, the proposed successor CBA will be effective from ratification to June 30, 2028. Wages under the proposed successor CBA will be effective retroactively to July 1, 2025.
2. The proposed successor CBA clarifies that letters of expectation and letters of guidance are non-disciplinary corrective actions that are not subject to the grievance process. Article 8.
3. The proposed successor CBA commits the City to developing a policy under which employees assigned standby duty may take home a City-owned vehicle. Article 11.
4. The proposed successor CBA increases the standby duty pay to 10 hours of pay or 10 hours of compensatory time. Article 11.
5. The proposed successor CBA allows employees to cash out up to 80 hours of accrued but unused compensatory time twice per fiscal year. Compensatory time is paid time off given to employees in lieu of overtime payment. Article 12.
6. The proposed successor CBA grants employees an additional personal floating holiday. Article 14.
7. The proposed successor CBA grants an additional 16 hours of vacation accrual for employees up to three years in service to the City. Article 15.
8. The proposed successor CBA includes a wage increase of 3.5% effective July 1, 2025, July 1, 2026, and July 1, 2027. Article 22.
9. The proposed successor CBA decreases the years of service required to receive a 1.5% longevity incentive from 10 years to 8 years and decreases the years of service required to receive a 2% longevity incentive from 20 years to 15 years. Article 22.
10. The proposed successor CBA amends family medical leave language to conform with applicable law. Article 18; Article 20.
11. The proposed successor CBA increases certain steps on the salary schedule so that all steps have a 5% difference. Article 22.
12. The proposed successor CBA adds a mandatory mediation step before arbitration to the grievance procedure. Article 27.
13. The proposed successor CBA increases the number of Union stewards from 3 to 4. Article 33.

Attachments

The proposed successor CBA.

Fiscal Impact

Based on current staffing, for FY26, the 3.5% increase to wages in addition to the increase to certain steps on the salary schedule to a 5% difference results in a cost of \$3,665,934.27.

Based on current staffing, for FY27, the 3.5% increase to wages results in a cost of \$3,794,241.97.

Based on current staffing, for FY 28, the 3.5% increase to wages results in a cost of \$3,927,040.44.

Options

1. Vote to adopt **Ordinance No. 1654** to ratify the proposed successor CBA with the Union.
2. Vote to not adopt **Ordinance No. 1654** to ratify the proposed successor CBA with the Union.
3. Remand to staff for additional information.

Recommendation

Vote to adopt **Ordinance No. 1654** to ratify the proposed successor CBA with the Union.

Proposed Motion

"I move adopt **Ordinance No. 1654**, An Ordinance Authorizing the Interim City Administrator to Enter into a Collective Bargaining Agreement (CBA) Between the City of Canby, Oregon, and AFSCME Council 75, Local 350-6."

ORDINANCE NO. 1654

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT (CBA) BETWEEN THE CITY OF CANBY, OREGON, AND AFSCME COUNCIL 75, LOCAL 350-6

WHEREAS, AFSCME Council 75, Local 350-6 (“Union”) is a recognized bargaining unit for certain employees of the City of Canby;

WHEREAS, the City of Canby and the Union currently have a CBA effective through June 30, 2025;

WHEREAS, bargaining representatives of the City of Canby met and bargained with bargaining representatives of the Union in good faith for a successor CBA;

WHEREAS, bargaining representatives of the City of Canby and of the Union have tentatively agreed to a successor CBA, subject to ratification by the City Council and the Union membership;

WHEREAS, the bargaining representatives of the City of Canby have presented the proposed successor CBA to City Council and have advocated for its ratification; and

WHEREAS, in order to ensure the timely implementation of the proposed successor CBA and minimize the period of time between the current CBA, which expired on June 30, 2025, and is currently in a holdover period, and the effective date of the proposed successor CBA, the City Council of the City of Canby deems it advisable that this Ordinance take effect immediately upon its enactment.

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

Section 1. The Interim City Administrator is hereby authorized, on behalf of the City, to enter into the proposed successor CBA between the City of Canby and the Union in substantially the same form as attached hereto as Exhibit “A,” and is further authorized to take all actions to correct any typographical errors, scrivener’s errors, or formatting errors.

Section 2. This Ordinance shall take effect immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 6, 2025; ordered posted as required by 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, August 20, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, 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 August 20, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

and

LOCAL 350-6 AFSCME COUNCIL 75
AFL-CIO

July 1, 202~~5~~⁴ – June 30, 202~~8~~⁵

TABLE OF CONTENTS

| | |
|--|----|
| PREAMBLE | 1 |
| ARTICLE 1. – RECOGNITION | 1 |
| ARTICLE 2. - EMPLOYEE RIGHTS/SECURITY | 1 |
| ARTICLE 3. - CIVIL RIGHTS | 2 |
| ARTICLE 4. - MANAGEMENT RIGHTS | 2 |
| ARTICLE 5. – WORK RULES..... | 4 |
| ARTICLE 6. - SENIORITY | 4 |
| ARTICLE 7. - LAYOFF | 5 |
| ARTICLE 8. - DISCHARGE/SUSPENSION/WARNING NOTICES..... | 6 |
| ARTICLE 9. - HOURS OF WORK/OVERTIME | 7 |
| ARTICLE 10. - REPORTING PAY/CALL BACK..... | 8 |
| ARTICLE 11. - STAND-BY DUTY..... | 8 |
| ARTICLE 12. - COMP TIME..... | 9 |
| ARTICLE 13. - WASTEWATER TREATMENT PLANT..... | 10 |
| ARTICLE 14. - HOLIDAYS..... | 10 |
| ARTICLE 15. - VACATIONS..... | 11 |
| ARTICLE 16. - SICK LEAVE | 11 |
| ARTICLE 17 - WORKERS COMPENSATION..... | 12 |
| ARTICLE 18 - BEREAVEMENT LEAVE..... | 12 |
| ARTICLE 19 - JURY DUTY | 12 |
| ARTICLE 20 - FAMILY MEDICAL LEAVE..... | 13 |
| ARTICLE 21 - LEAVES OF ABSENCE..... | 13 |
| ARTICLE 22 - WAGES | 13 |
| ARTICLE 23 - PER DIEM AND MILEAGE REIMBURSEMENT | 14 |

| | |
|--|----|
| ARTICLE 24 - HEALTH AND WELFARE..... | 15 |
| ARTICLE 25 - RETIREMENT PLAN | 15 |
| ARTICLE 26 - SAFETY COMMITTEE..... | 16 |
| ARTICLE 27 - GRIEVANCE PROCEDURE..... | 16 |
| ARTICLE 28 - STRIKE/LOCKOUT | 17 |
| ARTICLE 29 - UNIFORMS/PROTECTIVE CLOTHING..... | 17 |
| ARTICLE 30 - EMPLOYEE EVALUATIONS..... | 17 |
| ARTICLE 31 - PERSONNEL RECORDS..... | 18 |
| ARTICLE 32 - LABOR MANAGEMENT COMMITTEE..... | 18 |
| ARTICLE 33 - UNION RIGHTS..... | 19 |
| ARTICLE 34 - INCLEMENT WEATHER AND CITY CLOSURE..... | 19 |
| ARTICLE 35 - DRUG AND ALCOHOL POLICY..... | 19 |
| ARTICLE 36 - SAVINGS CLAUSE..... | 19 |
| ARTICLE 37 - EXISTING CONDITIONS | 19 |
| ARTICLE 38 – REOPENER..... | 20 |
| ARTICLE 39 - TERMINATION OF AGREEMENT | 20 |

PREAMBLE

The City of Canby, Oregon ("City") and the City of Canby Office and Public Works Employees Local 350-6, Council 75, AFSCME, AFL-CIO ("Union") agree to be bound by the following terms and conditions relating to wages, benefits, hours of work, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1. – RECOGNITION

1.1 The City recognizes the Union as the sole collective bargaining agent for all regular full-time and part-time employees working twenty (20) hours or more per week for the City, excluding supervisory and confidential employees, employees in the police bargaining unit, seasonal employees and temporary employees.

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. If the Union, or its designee, submits a written request to the City requesting to bargain over the wages for the new position within (10) calendar days of the City's notice, then the City and the Union will enter into negotiations regarding wages for the new classification. If the City and the Union are not able to reach a mutual agreement on the applicable wage rates, the City shall have the right to implement its final proposed wage rates for the remaining term of the agreement. The City's implementation of its final wage rate proposal shall not be considered the basis of an unfair labor practice or contract violation.

ARTICLE 2. - EMPLOYEE RIGHTS/SECURITY

2.1 Employees covered by this Agreement have the right to form, join, and participate in the activities of the Union, and there shall be no discrimination exercised against any employee covered by this Agreement because of membership or participation in Union activities.

2.1 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement who choose to become a member of the Union in accordance with the terms of the contract between the employee and the Union, as communicated to the City by the Union. ~~Union upon submission of a written, signed authorization to deduct dues to the Union. The Union will provide a courtesy copy of all such authorizations to the City. The Union will provide a list of employees who have authorized deductions to the City and will have the sole responsibility of notifying the City of any changes to this list.~~ Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the fifteenth (15th) day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period.

2.2 All employees covered by the terms and conditions of this agreement shall have the voluntary choice of whether to become members of the Union.

~~2.3—Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this~~

~~agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five-day window period shall commence on August 1 of each year.~~

~~2.42.3~~ The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the City's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the City in connection with the same.

~~2.52.4~~ The City shall provide a bulletin board for the Union to post bulletins and other material pertaining to its members.

~~2.62.5~~ Members of the Union who are officially designated as representatives of the Union shall be permitted to attend negotiating meetings.

~~2.72.6~~ The City will furnish to the Union the names and relevant information for current and new bargaining unit members in accordance with applicable law.

ARTICLE 3. - CIVIL RIGHTS

3.1 No employee shall be discriminated against because of membership or nonmembership in the Union or because of lawful Union activities the employee may engage in on behalf of the Union, provided, such activities do not interfere with the employee's performance of work assignments.

3.2 There shall be no discrimination with regard to the hiring or tenure of employees by reason of race, color, national origin, gender, disability, age or any other legally protected class status.

ARTICLE 4. - MANAGEMENT RIGHTS

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. The parties acknowledge that the constitution and the laws of the State of Oregon confer upon the City certain powers, duties and obligations to be exercised in the interest of public health, safety and welfare which cannot be delegated or contracted away. The parties further recognize that the City retains all managerial rights and prerogatives except as expressly modified by a specific term and/or provision of this contract, and that they include, but are not limited to, the following rights and prerogatives:

- a. Establishing and directing activities of the City's departments and the work of its employees;
- b. Evaluating, hiring, promoting, transferring, assigning and retaining employees in positions;
- c. Suspending, demoting, discharging or take other disciplinary action against employees for just cause;
- d. Relieving employees from duties because of lack of work, lack of funds, or other legitimate reason;

- e. Determining standards of service, methods, processes, means and personnel of operations and the introduction of new equipment;
- f. Determining the need for, and assigning employees to, educational and training programs, on-the-job training and other educational activities;
- g. Determining job descriptions, job duties, work schedules, shifts, hours of work and overtime, and assignment of work;
- h. Establishing work rules, performance standards and safety rules;
- i. Taking whatever action may be necessary to carry out the missions of the City in emergency situations;
- j. Maintain the efficiency of governmental, City and proprietary operations; and
- k. Other rights except as expressly limited by a specific term and/or provision of this Agreement.

4.2 The City shall have the right to subcontract, subject to the following:

4.2(a) If the City desires to subcontract work customarily performed by members of the bargaining unit, the City shall give the Union advance written notice of its intent to subcontract. Said notice shall include: (1) a description of the work to be subcontracted; (2) the financial terms and the language of the proposed subcontract; (3) any bid specifications and other information made available by the City to the proposed subcontractor prior to the time said subcontractor submitted the employee proposal to the City; and (4) the anticipated effect (if any) of the subcontract on the future employment, classification, wages, hours and conditions of employment which the City proposes to implement.

4.2(b) Within fourteen (14) calendar days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the fourteen (14) calendar day period, the City may implement the proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.

4.2(d) If the Union proposal is equal to or less costly overall than that submitted by the proposed subcontractor, without any additional capital expenses required by the City to acquire equipment and subject to any efficiency standards the City would gain by subcontracting, the City shall implement the Union proposal.

4.2(e) If the Union proposal is more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain in good faith the impact of such action. If the City and the Union are not able to reach a mutual agreement on the impacts of the City's subcontracting decision,

the City shall have the right to implement the subcontract and the Union shall not have the right to strike over the City's decision.

ARTICLE 5. – WORK RULES

5.1 The parties recognize that the Employer is directly responsible to the citizens of the City and the public generally for the performance of the functions and services involved in operating the City. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the City must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be enacted in the future. ~~If required by applicable law, the City will bargain any changes to work rules in accordance with the applicable law. It is agreed, however, that no new work rule will be enacted or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always govern. All work rules which are now in existence shall be reduced to writing and will be furnished to the Union and to affected employees. The City will give the Union and employees notice of intent to change or implement a new work rule. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.~~

ARTICLE 6. - SENIORITY

6.1 New hires shall serve a twelve (12) month probationary period from the date of appointment to a regular position. New hires may be terminated without cause during the probationary period. New hires shall receive a performance review upon completion of six (6) months of employment. A new hire who consistently demonstrates superior performance as documented in the six (6) month performance review may receive a step increase upon approval of the City Administrator. A step increase granted pursuant to this section shall not be considered as evidence of the successful completion of the twelve (12) month probationary period.

6.2 Regular status employees appointed to another position in the City shall serve a promotional probationary period of six (6) months from the date of appointment to the new position. If a promoted/transferred employee does not successfully complete the probation, the employee shall be returned to the previously held position. Regular status employees shall not be terminated during the promotional probationary period without just cause.

6.3 Seniority shall mean the length of continuous service with the City in the bargaining unit. Seniority shall be determined by the date of entry to the bargaining unit.

6.4 Seniority shall be broken and the employment relationship severed by:

- a. Resignation, termination or retirement;
- b. Absence due to lay off for a period of twenty-four (24) months or more due to lack of work;
- c. Failure of an employee on lay off to report within fourteen (14) calendar days after date of mailing of a recall notice by certified mail, return receipt requested by the Employer to the employee's last known address;

- d. Absence from work due to work related injury for a period of in excess of eighteen (18) months unless mutually extended in writing by the employer and the association; and
- e. Absence of two (2) consecutively scheduled work days without notifying the Employer and providing a reason satisfactory to the Employer.

ARTICLE 7. - LAYOFF

7.1 In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the City shall notify affected employees and the Union in writing at least fifteen (15) calendar days in advance of the effective date, except in emergency situations.

7.2 Layoff order shall be established within the City by department on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 7.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 7.5 of this Agreement. A lower level position is defined as any position in a classification within the employee's department with a lower maximum pay rate than the classifications of the position being laid off.

7.3 The City may make an exception to the order of layoff when the retention of an employee with unique skills is necessary for the efficient operation of the department. Such action shall be taken only for articulated, job-related reasons and substantiated by written documentation.

7.4 The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) days. Between the twentieth (20th) and the thirtieth (30th) day of this period, the City will provide the employee either with notification of satisfactory performance or a minimum of ten (10) working days' notice of intention to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which the employee was originally laid off.

7.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the same department within the City, provided the employee is qualified for the position as described in Section 7.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification within the same department within in the City, provided the

displacing employee is more senior and is qualified for the position as described in Section 7.4 of this Agreement.

7.6 Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification, all temporary and seasonal employees will be terminated, and probationary employees shall be laid off before any regular bargaining unit employee is laid off.

7.7 An employee who displaces an employee in a lower pay range will be paid at the top step in the lower salary range which most closely approximates the employee's current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

7.8 An employee who is left with no position to bump into as provided in Article 6 of this Agreement shall be laid off from employment and shall be eligible, for a period of two (2) years without loss of seniority, for recall to a position within the same department in the same classification the employee held before the layoff. An employee on layoff must keep the City informed of their current address and telephone number during the period of layoff.

7.9 Recall shall be on a basis of seniority, with senior employees being called before junior employees and before any new hires or transfers, provided the employee is qualified for the position as described Section 4 of this Agreement. The same applies to any vacant temporary positions.

Upon recall to any positions in the city, a recalled employee shall have all sick leave accruals and the employee's vacation accrual rate and seniority in effect on the date of layoff restored.

If recalled to a position in the previous classification, the employee will be placed on the step in the new pay range which most closely approximates their pay rate at the time of layoff, subject to any cost of living adjustments or range changes. However, no recalled employee shall be paid at the rate that exceeds the maximum step of the new salary range. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will adjusted to one (1) year following the date of merit increase eligibility.

7.10 Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

ARTICLE 8. - DISCHARGE/SUSPENSION/WARNING NOTICES

8.1 Disciplinary action may include the following: (a) oral ~~warning~~reprimand; (b) written ~~warning~~reprimand; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause. Non-disciplinary corrective actions such as letters of expectation or informal counseling are not discipline and are not subject to the grievance process.

8.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to their employment with the City; (b) willful or reckless

damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) insubordination.

8.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 8.1 of this Agreement.

8.4 If the City has reason to discipline an employee, every effort will be made to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

8.5 The City acknowledges the right of an employee to have a Union representative present at any investigatory interview if the employee reasonably believe that the interview could lead to any disciplinary action.~~stages (b), (c), and/or (d) of the disciplinary process.~~

ARTICLE 9. - HOURS OF WORK/OVERTIME

9.1 All shifts shall have an established starting and quitting time. The City shall notify affected employees of any change in their shift schedule at least seven (7) calendar days prior to the effective date of the change, except in the event the change is necessitated by an emergency outside the control of the City or if the supervisor and the employee involved mutually agree to waive the notification requirement.

9.2 For employees on a five-eight (5-8) schedule, the normal workday shall consist of eight (8) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. For employees on a four-ten (4-10) schedule, the normal workday shall consist of ten (10) consecutive hours per day (plus a thirty (30) to sixty (60) minute unpaid meal period) and the normal workweek shall consist of four (4) consecutive days worked. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violate Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) to sixty (60) minute unpaid meal period per shift in accordance with Oregon law and BOLI regulations.

9.3 All hours worked in excess of eight (8) in a day or in excess of forty (40) hours per week shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled overtime work shall be distributed as equitably as possible among the qualified employees. Overtime shall be computed to the nearest fifteen (15) minutes.

9.4 A reasonable clean-up time will be granted just prior to the end of each shift if, in the judgment of the department head or division supervisor, an employee(s) needs such time due to the nature and conditions of their work assignment.

9.5 Flexible Schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City in writing, under the following parameters:

- There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- Employee requests should be seventy two (72) hours in advance, where feasible;
- Flexing must occur in the same workweek;
- The schedule may not impede customer service or normal work process.

ARTICLE 10. - REPORTING PAY/CALL BACK

10.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified at least one (1) hour prior to the beginning of their scheduled shift not to report to work. Once employees have reported to work, if they are then put to work employees shall be entitled to a minimum of four (4) hours of work or pay. All employees must provide a telephone number where they may be reached when necessary. A call to that number whether answered or not meets the City's requirement under this section. The City must attempt to leave a message in the event the City's call is not answered.

10.2 Employees subject to an unscheduled call back to work after the end of their regular shift shall be paid a minimum of two (2) hours at the overtime rate of two times the employee's regular rate of pay. If the employee works longer than two hours, the employee will be paid for actual time worked at the overtime rate of two times the employee's regular rate of pay. This call back provision shall not be applicable to any employee where such call back is scheduled in advance for the purpose of attendance on behalf of the City for meetings of the City, such as the City Council, Planning Commission, Municipal Court, etc.

ARTICLE 11. - STAND-BY DUTY

Standby is defined as any time an employee is required to be available outside of the employee's normally scheduled working hours to physically respond to City facilities. Stand-by duty includes, but is not limited to, providing emergency response, by a qualified staff member, for emergency situations related to municipal infrastructure or services. Following notification by pager, cellular phone or other means, employees must begin the work required to respond to the call within forty-five (45) minutes, except employees responding to calls at the Wastewater Treatment Plant who must begin the work required to respond within ninety (90) minutes. No later than October 31, 2025, the City will develop a policy under which the City will provide employees assigned standby duty with a City vehicle. provide a pager and/or The City will provide a cellular phone to employees assigned standby duty. The City may assign stand-by duties at its sole discretion, but will attempt to solicit volunteers before enlisting employees for stand-by duty.

The Public Works Director, or their designee, will create an annual schedule for stand-by following the below listed criteria:

1. Annually in December, the Director/designee will produce a standby roster for the following calendar year.
2. The schedule will include all qualified staff as determined by the Director.

3. A standby period is defined as a consecutive seven (7) calendar day period scheduled to meet operational needs.
4. The schedule will be designed so all qualified employees complete a seven (7) calendar day standby period before they would be scheduled for a subsequent seven (7) calendar day standby period. (All qualified staff would complete their respective seven day standby period before the first person in the rotation would be on standby again.)
5. After the Director/designee completes the annual schedule, staff may change their respective standby period provided another qualified employee agrees to assume the standby duty. Staff assigned standby duty may switch standby at any time during the calendar year with another qualified staff member provided the switch is mutually agreed upon.
6. If a standby duty switch is made, the individual initiating the switch must immediately notify the Director/designee of the change.
7. Every effort will be made to assure that no single employee will be scheduled to work the same holiday standby period two years in succession.
8. If, while on standby, an employee is unable to respond within the designated response period, it is the employee's sole responsibility to contact another qualified employee to respond on-site within the designated time. If the nature of the call requires urgent attention (such as a report of a sewer back-up), the employee on standby shall immediately contact their supervisor and respond as soon as possible.
9. Employees required to be on standby duty shall receive ~~ten (10) eight (8)~~ hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on standby for a period which includes any of the holidays defined in Article 14, shall receive an additional ~~ten (10) eight (8)~~ hours of compensatory time or salary per holiday.
10. Two employees may share one defined standby period with prior approval from the Public Works Director. Compensation for the standby duty will be split for each employee based on actual standby coverage.

ARTICLE 12. - COMP TIME

12.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of their regular rate of pay should the employee perform an overtime assignment, provided that the employee makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to ~~eighty (80) sixty (60)~~ hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. ~~Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor.~~ Employees have the option to cash out up to ~~eighty hours of accrued unused compensatory time twice (2) per fiscal year. forty hours in total of compensatory time that could be available up to twice per fiscal year.~~

12.2 Comp time shall be reimbursed on the same basis as overtime would have otherwise been paid. As such, an employee working two (2) hours of overtime, if the employee elects comp time in lieu of the reimbursed overtime, shall receive three (3) hours of time off from work, with no reduction in wages during such time off.

12.3 Non-exempt employees shall receive a cash payment for all unused compensation time off upon separation from employment. Such excess of unused compensation time off shall be paid at the employee's regular rate of pay.

ARTICLE 13. - WASTEWATER TREATMENT PLANT

Wastewater treatment plant personnel required to make plant checks on weekends shall receive a minimum of three (3) hours per weekend day at the rate of time and one half (1-1/2) times their regular rate of pay.

Wastewater treatment plant personnel required to make plant checks on holidays shall receive a minimum of three (3) hours per holiday day at the rate of two (2) times their regular rate of pay.

ARTICLE 14. - HOLIDAYS

14.1 The following days shall be recognized as paid holidays:

New Year's Day

Presidents Day

Memorial Day

July Fourth

Labor Day

Two Personal Floating Holidays

Juneteenth

Veterans Day

Thanksgiving Day

Day after Thanksgiving Day

Day before Christmas

Christmas Day

Dr. Martin Luther King's Birthday

14.2 Regular full time employees who do not work on a holiday shall receive the number of hours in their regular shift ~~(8) hours~~ of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on their scheduled workday preceding the holiday and their scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 16-Sick Leave.

14.3 Employees required to work on a holiday shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay, in addition to their holiday pay. Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday. Whenever one of the recognized holidays falls during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

14.4 Employees who are short the number of hours they normally work in a week because of the holiday, may make up that time or use accrued vacation or comp time within the same pay period as long as it does not cause overtime.

14.5 Holiday pay for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

14.6 Each employee will accrue and be entitled to use sixteen (16) ~~eight (8)~~ hours of personal holiday time per fiscal year. The sixteen (16) ~~eight (8)~~ hours of personal holiday time will accrue on July 1 of each calendar year and must be used before June 30 of the subsequent calendar year. Unused hours are forfeited. Upon hire, new employees will accrue a prorated amount of personal holiday time available for immediate use.

ARTICLE 15. - VACATIONS

15.1 All regular employees who have been in the employ of the City for at least six (6) months shall be entitled to vacation benefits. Vacation accrual rates are determined by a regular employees' length of continuous service with the City. Full time employees shall accrue vacation as follows:

| <u>Service Completed</u> | <u>Vacation Earned</u> |
|-----------------------------------|--|
| <u>Up to</u> 1-3 years | <u>96</u> 80 hours annually |
| 4-8 years | 120 hours annually |
| 9-13 years | 160 hours annually |
| 14 years and over | 200 hours annually |

Employees shall begin to accrue the above annual vacation rate upon the effective date of this agreement. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

Vacation accruals for regular part-time employees shall be calculated based upon the budgeted full time equivalence (FTE) of the position.

15.2 After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be.

15.3 All time off for vacations shall be by prior mutual agreement between the department head and the employee. In the event of a conflict between employees regarding time of their vacations, then the principle of seniority shall prevail. Employees shall be permitted to choose either split or full vacation periods.

15.4 The maximum vacation accrual limit shall be three hundred (300)~~two hundred eighty(280)~~ hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the City Administrator or their designee. Vacation accrual exceeding the three hundred (300)~~two hundred eighty(280)~~ hour limit will not be compensated.

15.5 Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or their designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

ARTICLE 16. - SICK LEAVE

16.1 The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

16.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of their accumulated but unused sick leave. The

number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

16.3 Upon employee separation of employment from the City of Canby, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 16.2. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

~~ARTICLE 17.—ORDER OF LEAVE~~

~~17.1 Unless otherwise required by law, and subject to Article 21, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.~~

ARTICLE 17 - WORKERS COMPENSATION

17.1 An employee off on an industrial accident/illness may use accrued sick leave, compensatory time and vacation time, in that order, to supplement workers compensation benefits to an amount not to exceed the employee's net straight time wages.

17.2 The City will maintain Health and Welfare contributions as defined in Article 25 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) calendar days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

ARTICLE 18 - ~~FUNERAL-BEREAVEMENT~~ LEAVE

18.1 In the event of a death in the employee's immediate family, said employee shall be entitled leave of absence with pay up to three (3) working days as may be necessary.

18.2 Additional leave with pay may be granted by the City Administrator.

18.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brothers), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren and any other family member as defined by OFLA or FMLA.

18.4 Leave taken under this Article 19 runs concurrently with OFLA leave.

ARTICLE 19 - JURY DUTY

19.1 An employee shall be granted leave with full pay any time the employee is required to report for jury duty service, provided that the employee endorses all checks received from the court over to the City for those services.

19.2 If an employee serving on jury duty is excused, dismissed, or not selected, the employee shall report for their regular work assignment.

ARTICLE 20 - FAMILY MEDICAL LEAVE

20.1 Family, medical, and parental leave will be granted in accordance with all applicable state and federal law and City of Canby policy. Family, medical and parental leave laws include, but are not limited to, the federal Family Medical Leave Act ("FMLA"), Paid Leave Oregon, and Oregon Family Leave Act ("OFLA").

20.2 While on leave under this Article and unless otherwise required by law, employees may apply any accrued paid leave, including sick leave, vacation leave, compensatory time, and holiday time, in any order to their time on leave. However, employees must notify the City, in writing, of the order in which they wish to apply any accrued paid leave prior to the beginning of their leave if their reason for leave is foreseeable or, if the reason for their leave is not foreseeable, as soon as practicable. IF the City does not receive written notice as described in this Section, then the City will apply the employee's accrued paid leaves in the following order: (1) accrued sick leave, until exhausted; (2) accrued vacation leave, until exhausted; (3) accrued compensatory time, until exhausted; and (4) personal floating holiday time, until exhausted. Employees must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. Upon exhaustion of all accrued paid leave in excess of sixty (60) hours, employees may choose to apply the remainder of their paid leave to take unpaid leave.

~~The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.~~

ARTICLE 21 - LEAVES OF ABSENCE

21.1 A regular employee may be granted a leave of absence without pay for a period of up to twelve (12) months if, in the judgment of the City Administrator, such leave would not seriously handicap the employee's department. Requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time the requested leave would begin, and must include a complete justification for the leave, except in the case of an off-the-job accident, in which event the leave may start immediately.

21.2 While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but the employee shall not lose seniority accrued previous to the beginning of the leave. An employee may purchase health insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

ARTICLE 22 - WAGES

22.1 Each employee will be paid in accordance with the wage scale attached as Attachment A.

22.2 Effective ~~the first full pay period following~~ July 1, ~~2025~~2021, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 ~~7~~) and ~~3% between steps 6-7~~ by ~~3.5%. a 4%.~~ Effective the first full pay period following January 1, 2026, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and

~~3% between steps 6-7) by 1%. percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2020 (minimum 2%—maximum 4%.~~

22.3 Effective ~~the first full pay period following~~ July 1, ~~2026~~2022, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-~~7~~5 and ~~3% between steps 6-7~~) by 3.5%. ~~6% a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2021 (minimum 2%—maximum 4%)~~.

22.4 Effective ~~the first full pay period following~~ July 1, ~~2027~~2023, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-~~7~~5 and ~~3% between steps 6-7~~) by 3.5%. ~~7% a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2022 (minimum 2%—maximum 4%~~.

~~22.5—Effective the first full pay period following July 1, 2024, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-W, West Region for the twelve (12) months ending December 31, 2023 (minimum 2%—maximum 4%).~~

~~22.6~~22.5 Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 31 of this Agreement.

~~22.7~~22.6 Bilingual Premium. Any employee whose job requires fluency in Spanish ~~or Russian~~, and who can demonstrate written and oral proficiency, shall receive, in addition to their regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency.

~~22.8~~22.7 Out-of-Class Work. Any employee assigned to perform duties unique to a higher classification will be paid an out-of-class differential in the amount of 5% over the employee's current base salary only under the following circumstances: (1) an employee's job duties change and the employee is in the process of being reclassified to a higher job classification; or (2) an employee is assigned to temporarily perform the duties of a ~~vacant~~ higher-level position. The City retains the right to determine when it is practical and efficient to assign employees to perform out-of-class work. Nothing in this Article shall be interpreted as a guarantee that an employee will be assigned out-of-class work.

~~22.9~~22.8 Employees become eligible for longevity pay in the amount of one and a half percent (1.5%) of the base salary after completing ~~eight (8) ten (10)~~ years of continuous employment with the City of Canby. Employees become eligible for longevity pay in the amount of two percent (2%) of their base salary after completing ~~fifteen (15) 20~~ years of continuous employment with the City of Canby.

ARTICLE 23 - PER DIEM AND MILEAGE REIMBURSEMENT

Employees shall be paid a per diem allowance for approved travel, meals and incidental expenses as follows:

1. For travel within the continental United States the CONUS per diem rate, rules and policies listed at www.gsa.gov and in effect at the time of the travel;
2. For travel outside of the continental United States the OCONUS per diem rate, rules and policies listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel.

Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Expense Breakdown listed at www.osa.com and in effect at the time of the travel. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel.

An employee required by the department head to use a personally owned vehicle for City business shall be compensated at the maximum rate established by the Internal Revenue Service as a non-taxable event and in effect at the time the cost is incurred. Mileage reimbursement is paid monthly.

ARTICLE 24 - HEALTH AND WELFARE

24.1 The City will offer group medical/drug, vision, and dental/ortho insurance coverage for full time employees and their dependents.

The City will pay 90% of the premium costs of the CIS group plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

24.2 Benefits for part-time employees will be calculated based upon the budgeted full-time equivalence (FTE) of the position using the chart below.

| <u>Equivalent FTE</u> | <u>Prorated Benefits</u> |
|-----------------------------------|--|
| 1.0 to .90 FTE (36-40 hours/week) | 100% of the benefit as described in Section 25.1 |
| .89 to .66 FTE (26-35 hours/week) | 75% of the benefit as described in Section 25.1 |
| .65 to .50 FTE (20-25 hours/week) | 50% of the benefit as described in Section 25.1 |

24.3 The City shall provide life insurance in the amount of one and one half (1.5) times the employee's annual salary for every regular full and part-time employee.

24.4 The City shall provide long term disability insurance for every regular full and part-time employee.

24.5 In the event that the City's premium rates increase by more than six percent (6%) from the previous year, any increase over six percent 6% will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

24.6 In the event that the City's premium rates increase by more than ten percent (10%) in any given year, the City may reopen Article 25 and Article 23.

ARTICLE 25 - RETIREMENT PLAN

The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

ARTICLE 26 - SAFETY COMMITTEE

The City shall have a Safety Committee, and it shall conduct its business in accordance with State Law.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 A grievance, for the purpose of this Agreement, is defined as a dispute regarding the meaning or interpretation of a particular class of this Agreement, or regarding an alleged violation of this Agreement. In order to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

Step 1. The employee shall discuss the grievance on an informal basis with their supervisor (unless that supervisor is in the bargaining unit and then the grievance shall go to the supervisor's immediate supervisor) within ~~ten (10) seven (7)~~ calendar days from the date the employee knew or should have known of the alleged violation.

Step 2. If the grievance remains unresolved after Step 1, the employee or a Union representative shall, within ten (10) calendar days of presenting the grievance to the supervisor, submit the grievance in writing to the City Administrator. The written grievance shall be signed by the employee and shall include: (1) Nature of the dispute. (2) Specific issue in dispute, including the provisions of the Agreement alleged to have been violated or misinterpreted. (3) Specific remedy sought.

~~Step 3.~~ The City Administrator shall respond in writing within seven (7) calendar days from the receipt of the written grievance.

Step 3. If the grievance remains unresolved after Step 2, the Union representative shall, within ten (10) calendar days following the City Administrator's Step 2 response, submit the grievance to non-binding mediation with the State Mediation and Conciliation Service and provide notice of the same to the City. The parties will engage in at least one mediation session with the mediator. Such session must be scheduled within sixty (60) calendar days following the Union representative's notice to the City, unless otherwise agreed to by the parties. The parties shall evenly split the costs of mediation.

Step 4. If the grievance remains unresolved after Step ~~3~~⁴, the Union representative may, within twenty (20) calendar days following the mediation session, ~~of receiving the written answer in Step 4,~~ submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 28.3.

27.2 The rules governing the grievance procedure shall be as follows:

(a) Any time limits specified in the grievance procedure may be waived by mutual written consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance.

(b) Failure by the City to submit a reply within the time limits specified in the Agreement will automatically move the matter to the next step in the procedure.

(c) An employee may have a Union Representative assist him/her in presenting the grievance at any step of the grievance procedure/arbitration if they so desire.

27.3 Arbitration Procedure:

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of seven (7) ~~Oregon~~ arbitrators who are certified by the American Arbitration Association shall be requested from the State Mediation and Conciliation Service. Each party shall have the unilateral right to reject one list in its entirety and request a new list within seven (7) calendar days from the date of the list. Each party shall alternately strike one name from the final list with the grieving party striking the first name. The final name remaining shall be the sole arbitrator for the dispute.

(b) The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures.

(c) The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be final and binding upon the parties.

(e) The arbitrator shall not have the power to alter, modify, add to, or detract from the terms of this Agreement.

ARTICLE 28 - STRIKE/LOCKOUT

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout.

ARTICLE 29 - UNIFORMS/PROTECTIVE CLOTHING

29.1 The City agrees to provide each mechanic in the unit two (2) pairs of coveralls per week. The cost of maintaining the coveralls, including tailoring, cleaning and laundering, shall be borne by the City.

29.2 The City shall make available raingear and protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties.

29.3 The City agrees to provide public works and other field employees with an annual clothing and boot reimbursement allowance of up to four hundred dollars (\$400.00) per employee for the purchase, replacement and/or repair of the uniforms and/or boots. ~~The taxable allowance will be paid through payroll each September.~~

ARTICLE 30 - EMPLOYEE EVALUATIONS

30.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. Employees at the top step of the range shall receive an annual evaluation as provided

within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

If a performance evaluation is not completed within thirty (30) calendar days after the employee's anniversary date, the employee shall receive a step increase effective as of the anniversary date. If performance does not meet standards, the manager will establish a ninety (90) calendar day performance improvement plan, which shall not extend more than one hundred twenty (120) calendar days beyond the employee's anniversary date. The employee improvement plan shall be for the purpose of bringing the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the step increase will be granted effective the date of the review. If the manager fails to establish and/or monitor a ninety (90) calendar day performance improvement plan for the employee within the ninety (90) calendar day period, the employee shall receive a step increase effective the date of the most recent review.

30.2 Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a part of the employee's personnel file.

ARTICLE 31 - PERSONNEL RECORDS

31.1 The City, subject to prior notification, shall provide an employee the opportunity to review the employee's personnel file. The official personnel file shall be maintained by the Department of Human Resources.

31.2 The employee may respond in writing to any item placed in their personnel file. Such written response will become a part of the file.

31.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed after three (3) years, provided that the written documentation and/or written responses are not relevant to current job performance.

31.4 Employees shall have the opportunity to review and sign any personnel document which reflects any adverse personnel action, prior to such document being entered into the employee's personnel file. An employee's refusal to sign the document shall have no effect or bearing on the execution of the adverse action. Should an employee refuse to sign said document, the responsible City representative shall so state on the document, initial and date. If an employee disagrees with any statement of fact contained in said document, the employee may so indicate by attaching a written statement of reasonable length to said document at the time of review.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee consisting of up to three City-employed Management representatives and up to three City-employed AFSCME members will meet at a minimum of once per quarter to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement. If after meeting there remain unresolved issues, the Union may request an AFSCME Representative be present at the next meeting.

ARTICLE 33 - UNION RIGHTS

33.1 The Union may select up to ~~four (4)~~~~three (3)~~ Stewards from the employees covered by this Agreement. When necessary, the Steward shall be allowed to assist during work time in matters involving administration of this Agreement. It is understood, however, that an effort will be made to limit such activities to a necessary minimum.

33.2 The Steward shall notify their supervisor prior to leaving their work area for the above-stated purposes.

33.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 34.1 of this Agreement.

33.4 New Employee Orientation - A designated union representative will be allowed up to thirty (30) minutes on paid time during the new employee orientation to make a presentation to represented employees.

~~ARTICLE 18.—RESIDENCY~~

~~All employees of the City's Public Works Department will reside within thirty (30) air miles of the City limits as a condition of employment.~~

ARTICLE 34 - INCLEMENT WEATHER AND CITY CLOSURE

The City's Inclement Weather Policy shall apply to all bargaining unit members.

However, if due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. When inclement weather occurs on the weekend, a determination for any open facilities shall be made. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked up to a maximum of 80 hours of comp time per emergency. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

ARTICLE 35 - DRUG AND ALCOHOL POLICY

The City and the employees agree to abide by the Drug and Alcohol Policy formulated by the parties. Said policy will not be unilaterally changed.

ARTICLE 36 - SAVINGS CLAUSE

Should any provision of this Agreement be found to be in conflict with any Federal law, State statute, final decision of any Court of competent jurisdiction, or Federal or State Administrative Agency, said provision shall be modified to comply with said law or decision. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 37 - EXISTING CONDITIONS

37.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the

City with written notice of such intent no later than ten (10) calendar days from receipt of notice from the City.

37.2 This provision shall not be interpreted in such manner as to prevent the City from creating new job classifications and initial wage rates for those classifications when necessary, nor shall it preclude the Union from requesting to negotiate over those wage rates pursuant to Article 1.2.

37.3 The City will establish a telework policy on or before January 1, 2022.

37.4 The City will conduct a class/comp study of the positions of park maintenance worker and utility worker on or before July 1, 2022. The desire of the City is to try to secure funding for and participation in a more far reaching, holistic study within the contract period.

ARTICLE 38 – REOPENER

40.1 In the event of any change to federal, state or local law, including the passage of new legislation that adds new benefits, increases existing benefits, increases employees' wage rates, or increases any other economic benefit to employees during the term of this Agreement, the Employer shall have the right upon no less than fifteen (15) calendar days' written notice to reopen the economic terms of this agreement (Article 23 and Attachment A: Wages, Article 25: Health and Welfare, Article 15: Vacation, Article 16: Sick Leave). The City will have the right to reopen under this Article 40 if the City's economic costs for the AFSCME bargaining unit increase by two percent (2%) or more, calculated from the time of ratification, due to the change in law or new legislation. The purpose of such reopener is to permit the parties to renegotiate the economic provisions of this Agreement so that the Employer's labor costs do not exceed the Employer's costs in existence at the time the parties' agreement was ratified. During this period of renegotiation, the no strike provisions of Article 29 shall remain in full force and effect. If the parties have not reached agreement on changing the economic terms of the Agreement within forty-five (45) calendar days of the start of negotiations which addresses the additional cost of complying with any federal, state or local law, the Employer shall have the right to implement its last, best and final offer.

ARTICLE 39 - TERMINATION OF AGREEMENT

39.1 This Agreement and the attachments hereto constitute the sole written agreement between the parties. Except as provided otherwise in this Agreement, t~~This Agreement shall become effective July 1, 2025, or upon ratification, whichever is later,~~¹ and shall remain in full force and effect through and including June 30, 202~~8~~⁵. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 202~~8~~⁵, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 28-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

39.2 This Agreement shall be automatically renewed on July 1, 202~~8~~⁵ and each year thereafter unless either party notifies the other in writing not later than March 1, 202~~8~~⁵ that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1, 202~~8~~⁵.

This AGREEMENT is hereby executed this _____ day of _____, 202~~5~~¹.

FOR THE CITY: :

FOR THE UNION

Brian Hodson
Mayor
City of Canby

Date: _____

Tessa Brooks
Council Representative
Oregon AFSCME Council 75

Date: _____

Randy Ealy
Interim City Administrator
City of Canby

Date: _____

Chris Goetz
President
AFSCME Council 75, Local 350-6

Date: _____

Neil Olsen
Vice President
AFSCME Council 75, Local 350-6

Date: _____

Chris Wright
AFSCME Council 75, Local 350-6

Date: _____

AFSCME Salary Schedule - ATTACHMENT A
Effective the first full pay period following July 1, 2025
Includes 3.5% COLA

| Grade | Position | 5% between steps | | | | | | |
|-------|---|------------------|----------|----------|----------|----------|----------|----------|
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
| T | Head Lifeguard | \$ 3,294 | \$ 3,459 | \$ 3,632 | \$ 3,813 | \$ 4,004 | \$ 4,204 | \$ 4,414 |
| A | Office Specialist I | 3,970 | 4,168 | 4,377 | 4,596 | 4,825 | 5,067 | 5,320 |
| B | Library Assistant II Municipal Court Clerk I Office Specialist II Finance Technician I | 4,186 | 4,396 | 4,615 | 4,846 | 5,088 | 5,343 | 5,610 |
| C | Parks Maintenance Worker Swim Instructor/Program Coordinator Maintenance Worker I | 4,322 | 4,538 | 4,765 | 5,004 | 5,254 | 5,517 | 5,792 |
| D | Maintenance Worker II Finance Technician II | 4,656 | 4,889 | 5,133 | 5,390 | 5,659 | 5,942 | 6,239 |
| E | Municipal Court Clerk II | 4,769 | 5,008 | 5,258 | 5,521 | 5,797 | 6,087 | 6,392 |
| F | Planning Technician | 5,009 | 5,260 | 5,523 | 5,799 | 6,089 | 6,393 | 6,713 |
| G | Maintenance Worker III | 5,052 | 5,304 | 5,569 | 5,848 | 6,140 | 6,447 | 6,770 |
| H | Facilities Maintenance Technician Operator I Pre-Treatment Technician | 5,210 | 5,470 | 5,744 | 6,031 | 6,333 | 6,649 | 6,982 |
| I | Office Specialist III IT Services Coordinator Finance Technician III | 5,308 | 5,574 | 5,852 | 6,145 | 6,452 | 6,775 | 7,113 |
| J | User Service Technician | 5,373 | 5,641 | 5,924 | 6,220 | 6,531 | 6,857 | 7,200 |
| K | Econ Development & Tourism Coord Librarian Mechanic | 5,490 | 5,764 | 6,053 | 6,355 | 6,673 | 7,007 | 7,357 |
| L | Swim Center Operator Cemetery Sexton | 5,672 | 5,955 | 6,253 | 6,566 | 6,894 | 7,239 | 7,601 |
| M | Wastewater Maintenance Technician Contracting & Payroll Specialist Operator II | 5,726 | 6,013 | 6,313 | 6,629 | 6,960 | 7,308 | 7,674 |
| N | Facilities Maintenance Lead Lead Mechanic Parks Lead Public Works Lead | 6,006 | 6,307 | 6,622 | 6,953 | 7,301 | 7,666 | 8,049 |
| O | Office Specialist IV Financial Analyst | 6,216 | 6,527 | 6,853 | 7,196 | 7,555 | 7,933 | 8,330 |
| P | Operator III Environmental Compliance Coordinator | 6,264 | 6,577 | 6,906 | 7,251 | 7,614 | 7,994 | 8,394 |
| Q | Associate Planner | 6,323 | 6,639 | 6,971 | 7,320 | 7,686 | 8,070 | 8,473 |
| R | Operator Lead | 6,451 | 6,774 | 7,112 | 7,468 | 7,841 | 8,233 | 8,645 |
| S | Senior Planner | 6,909 | 7,255 | 7,618 | 7,999 | 8,399 | 8,818 | 9,259 |



CITY COUNCIL Staff Report

Meeting Date: 8/20/2025

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Eric Laitinen, Aquatic Program Manager
Agenda Item: Consider **Ordinance No. 1656**: An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Scott Edwards Architecture LLP in the Amount of \$165,750 for the Design Development, Permitting, Bidding, and Construction Administration for the Remodel of the Canby Swim Center. (*First Reading*)
Goal:
Objective:

Summary

The City Council will consider Ordinance No. 1655, authorizing the contract with Scott Edwards Architecture LLP (SEA) in the amount of \$165,750 for the design development, permitting, bidding, and construction administration for the remodel of the Canby Swim Center.

Background

The Canby Swim Center is located at 1150 S Ivy Street. The facility is 55 years old and has aging infrastructure that needs to be addressed. The Swim Center was evaluated by Scott Edwards Architecture in 2020, and the firm has shared their findings with the city.

During the October 9, 2024, City Council work session, Swim Center staff was directed to work with Scott Edwards Architecture to confirm and update the estimate for the remodel. Since the work session, Scott Edwards Architecture has confirmed the numbers previously provided are still accurate. The renovation will upgrade the entryway, lobby, offices, locker rooms, and restrooms, and create a family changing room. The Swim Center has \$750,000 approved in the FY 2026 budget allocated to this project for the upgrades.

Discussion

The City Council will receive a presentation on the proposed remodel of the Canby Swim Center. The remodel will replace the current staff area with a family changing room, and upgrade the entryway, lobby, offices, locker rooms, and restrooms. SEA will also oversee permitting, bidding, and construction administration for the project. Construction is expected to take place in August 2026.

Attachments

- Ordinance No. 1656
- Proposal Exhibit A
- Personal Services Agreement

Fiscal Impact

The Canby Swim Center has \$750,000 budgeted for improvements for the facility.

Options

1. Remodel the Canby Swim Center's entryway, lobby, offices, locker rooms, and restrooms, and replace current staff area with a family changing room.
2. Do not remodel the Canby Swim Center's entryway, lobby, offices, locker rooms, and restrooms, and replace the current staff area with a family changing room.

Recommendation

Staff recommends the City Council authorize the contract with Scott Edwards Architecture LLP to upgrade the dressing room and fixtures, repair the bathroom infrastructure, and add a family-changing area.

Proposed Motion

"I move to approve **Ordinance No. 1656**: Authorizing the Interim City Administrator to Execute a Contract with Scott Edwards Architecture LLP in the Amount of \$165,750 for the design development, permitting, bidding, and construction administration for the remodel of the Canby Swim Center to a second reading on September 3, 2025."

ORDINANCE NO. 1656

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SCOTT EDWARDS ARCHITECTURE LLP IN THE AMOUNT OF \$165,750 FOR THE DESIGN DEVELOPMENT, PERMITTING, BIDDING, AND CONSTRUCTION ADMINISTRATION FOR THE REMODEL OF THE CANBY SWIM CENTER.

WHEREAS, the City of Canby has heretofore advertised and received three (3) bids responding to an informal solicitation for the development of a design for the Canby Swim Center Project;

WHEREAS, the City of Canby acknowledges the Canby Swim Center is need of upgrades to continue to serve the community and visitors to the facility;

WHEREAS, the notice of bids were requested June 20, 2025;

WHEREAS, bids were received by July 11, 2025, and reviewed by the City of Canby Staff; and

WHEREAS, Scott Edwards Architecture has already done much of the preliminary work and provided the City of Canby several options and therefore were selected in the best interest of the city to continue the project.

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

Section 1. The Interim City Administrator is hereby authorized, on behalf of the City of Canby, to enter into the contract with Scott Edwards Architecture LLP in an amount not to exceed \$165,750 for the remodel design development, permitting, bidding, and construction administration at the Canby Swim Center.

Section 2. The effective date of this Ordinance shall be October 3, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 20, 2025, ordered posted as required by the Canby City Charter; and scheduled for second reading on September 3, 2025, 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 the second and final reading by the Canby City Council at a regular meeting thereof on September 3, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

August 12, 2025 Rev 2

Eric Laitinen
Canby Swim Center
LaitinenE@canbyoregon.gov

RE : PROPOSAL FOR DESIGN SERVICES FOR CANBY SWIM CENTER REMODEL, CANBY OREGON

Dear Eric,

Scott Edwards Architecture, LLP (SEA) is pleased to provide this proposal for design services for the Canby Swim Center Remodel located in Canby, OR. We look forward to working with you towards the success of this project.

PROJECT SCOPE

Canby Swim Center, the Owner, has engaged SEA to assist with a remodel of their existing swim center lobby, offices, lockers and restrooms. The address of the swim center is 1150 S Ivy St in Canby, OR. The scope is based on a study put together by SEA in October of 2020, Exhibit 'B'. The previous scope, as outlined in a proposal dated August 26, 2020, also included structural and MEP narratives used to generate initial scope and pricing. Scope of service in this proposal includes Architectural, Interiors, Structural, Civil and MEP services as described below.

(See Exclusions to Scope of Service)

- 01** We understand the City of Canby has a lease agreement with the school district and the building is leased.
 - A** SEA assumes the Owner will advise on key users who will participate in the design process and help inform decisions.
 - B** SEA understands the school district is not a primary stakeholder and any required documentation reviews by the School District will be coordinated by the Owner and communication regarding any feedback will be communicated with SEA in a timely manner.
 - 1. Major modifications to the design after approval of SD Deliverable will be considered an additional service.
- 02** The existing site is approximately 18.55 acres (808,038 SF).
 - A** We understand the scope of work will require accessibility upgrades to the parking and entry per ORS 447.241.
 - 1. Refer to civil scope of work.
 - B** Right of way improvements beyond the scope outlined are not included and assumed to not be required.
- 03** The existing building is an existing approximately 13,000SF swim center. The scope of work in this proposal is limited to the approximately 2,400 SF entry, lobby, offices, locker rooms, and restrooms as outlined in Exhibit 'B'.
 - A** The original concept and proposal was based on design codes for MEP and building in 2020. Since then, the codes have been updated, and the design team will need to evaluate the scope based on current codes including:

1. OSSC 2022, OEESC 2025, OMSC 2022, OESC 2023, 2023 OPSC, 2017 ICC ANSI 117.1, and City of Canby Municipal Code.
 2. We will review any significant implications of the OEESC 2025 code as it was not required to be implemented until July of 2025.
 3. We will review the accessibility based on the requirements of ORS 447.241 and advise on recommendations.
 - i. The scope provided assumes updates to the accessibility throughout the area in Exhibit 'B'.
- B** We understand the scope does not require a change of use or occupancy.
- C** We understand the building is existing construction and is not sprinklered.
1. The addition of sprinklers is not included in this scope of work.
- D** We understand the proposed scope includes new finishes, casework, and lighting throughout the area in the scope.
- E** We understand the interior scope includes:
1. Reconfiguration of the existing space in line with Exhibit 'B'.
 2. Mechanical, Electrical and Plumbing updates as indicated and described below.
- F** We understand the exterior scope includes:
1. Painting of the existing building as required.
 2. Review of the current accessibility of the parking lot as required by the state code.

04 Base Civil and Land Survey scope of services assumes:

- A** Land surveying services as outlined below.
1. Scope of service is limited to the accessible parking and route to the entrance and includes the existing walkway.
 2. Survey information will include utilities disclosed by standard utility locate request, all visible ground utility features on the property, and all existing visible ground improvements and grades as needed to prepare base map.
- B** Civil Engineering Services as outlined below.
1. Prepare Existing Conditions and Demo plan at location where addition and scope is proposed.
 2. Design and prepare civil plans including construction of an Accessible sidewalk connection from the parking stalls to the new entry vestibule, new accessible parking stalls, signage and striping.
 3. Design and prepare plans for site grading and erosion control including grading for the areas of improvement and information as required for the County erosion control permit.
- C** Stormwater management requirements will not be triggered by the City of Canby or Clackamas County as the presumed disturbed impervious area will be below 5,000SF.
- D** All existing site utilities (water, sanitary, gas, electrical, etc.) are adequate, not impacted and not re-designed with this project.

05 Base structural scope of service assumes:

- A** The locker room remodel includes the demolition of non-structural CMU wall(s), addition of interior non-structural CMU walls, and new slab trenching for relocated plumbing only.
1. It is assumed the extent of new walls and modifications will not trigger global seismic improvements.
- B** New roof top units may need to be installed.
1. It is assumed a mechanical screen will not need to be provided.

06 Base Mechanical and Plumbing scope of service assumes:

- A** Heating, ventilating and air conditioning system design as outlined below.
1. Air conditioning and heating systems design.

2. Space heating and ventilation design for areas not requiring air conditioning.
3. Building exhaust systems design.
4. Performance specifications for temperature control or building energy management system.
5. Heating and cooling load calculations.
6. State Energy Code calculations for building mechanical systems.
7. Demolition drawings will be provided in schematic format only.

B Plumbing systems design as outlined below.

1. Sanitary drainage, vent domestic water, storm water, and natural gas piping design from 5 feet outside the building.
2. Plumbing fixture specifications.

C Mechanical Investigation as outlined below.

1. Review of the existing building mechanical and plumbing systems to determine the adequacy and feasibility of reuse and needs for system improvement.

07 Base Electrical, Lighting, and Information and Communications Technology (ICT) scope of service assumes:

A Building power distribution as outlined below.

1. Power distribution design to new loads from existing distribution panels.
2. Design for connection of Owner's equipment based on Owner provided load information.
3. Design emergency power distribution system for emergency loads such as egress lighting utilizing unit battery equipment as the backup source.
4. Design for connection of mechanical, lighting and fire/life safety systems.
5. Demolition drawings will be provided in schematic format only.

B Electrical Engineering Studies as outlined below.

1. Provide preliminary selective coordination analysis for essential branches on the emergency system. Final study to be performed by others.
2. Provide preliminary fault current analysis. Final fault current and arc flash study to be performed by others.

C Electrical investigation as outlined below.

1. Review existing electrical, lighting, and ICT systems to determine the adequacy and feasibility of reuse and needs for system improvement.

D Lighting design services as outlined below.

1. Building interior lighting design including luminaire schedule and cut sheets, layout, and controls.
2. State energy code lighting compliance calculations.
3. Egress lighting design and illuminated exit sign placement per 2022 OSSC requirements.

E Design of the following systems, including construction documents and specifications.

1. Telecommunications system design including:
 - i. Layout of device outlet locations, rack size and layout, cabling design and distribution.
 - ii. Single line diagrams.
 - iii. Technical specifications.
2. Security systems design including:
 - i. Electronic access control entry system.
 - ii. Video surveillance system.
 - iii. Layout of devices
 - iv. Single Line diagrams.
 - v. Technical specifications.
3. It is assumed the existing incoming services have adequate capacity.

- 08** The building is located in the City of Canby and the authority having jurisdiction (AHJ) will be the City of Canby and Clackamas County.
- A** As noted above, SEA will consider required building code within the AHJ as a part of the process outlined above.
 - B** We understand the zoning and use are appropriate for the space and a detailed zoning or code summary are not included in the scope of services.
 - C** The design team has done some initial due-diligence and based on the information found within the City of Canby's Municipal code, the proposed scope assumes the following:
 - 1. Design Review is not required and is not included in the scope.
 - 2. There are no Right of Way scope upgrades or Public Works improvements required.
 - 3. There are no non-conforming upgrades required.
 - 4. If the City determines at a later date any of the above are required, it will require a modification to this proposal.
- 09** We understand a Type 1 Site Plan Review will be required as outlined by the City of Canby Municipal Code.
- 1. The design team will prepare the package to be submitted under this scope.
- 10** Per ORS 358.653, we understand the building requires a consult with SHPO (State Historic Preservation Offices).
- A** The design team will assist in shepherding this through SHPO.
 - 1. We understand following submission the process takes 30 days for review. Per SEA's meeting with the Owner 8/7/25, the submission to SHPO has been made. SEA has reviewed and provided comment for a correction.
 - 2. We understand the process can run concurrent throughout the design process.
 - B** The scope assumes SHPO agrees the project has no effect on a property that is eligible or listed in the National Register.
 - 1. If SHPO disagrees with the finding, we will inform the Owner and outline options and additional scope as required.
- 11** We understand the project delivery method is CMGC and a contractor has not been engaged.
- A** Preliminary pricing done by Triplett Wellman was Pro-Bono and for information only and did not include the selected option, Exhibit 'B'.
 - B** We understand the design team will assist the City as required in reviewing solicitations for a CMGC partner.
- 12** We understand PDF drawing files of the existing building are available for this project from the 1989 build out.
- A** SEA assumes (1) site visit for verifying existing conditions in the area of scope as outlined in Exhibit B.
 - 1. Complete measured drawings are not included in scope.
 - B** As part of the site visit, the design team will review any modifications from the package completed in the 2020 scope of work.
- 13** We Understand the Owner would like to move forward as quickly as possible. Based on current work loads, the design team will require 3 weeks maximum to begin design services following approval of this agreement. SEA is proposing the following timeline for the scope as outlined below:
- A** Entitlements (Type 1 Site plan review and SHPO clearance): Concurrent within phase structure
 - B** Schematic Design: 3 weeks
 - C** Upon Owner approval, begin Design Development Documents: 3 weeks

- D** Upon Owner approval, begin Construction Phase Documents: 3-4 weeks
- E** Permitting: Estimated 4 weeks
- F** Bidding: Estimated 6 weeks
- G** Construction: Estimated 4 months. We understand the Owner does not intend to commence construction until late summer/early fall of 2026.

14 As a signatory of the AIA 2030 Commitment, SEA is committed to reducing the operational and embodied emissions of our projects as well as being mindful of sustainable goals and best practices throughout the project. As such, SEA will consider sustainable opportunities and/or incentives as a part of the proposed scope as is possible.

- A** Establishing sustainability goals, strategies, and priorities to increase the project's energy performance,

15 This proposal includes the following exhibits:

- A** Exhibit 'A' – Terms and Conditions.
- B** Exhibit 'B' – Diagrams.
- C** Exhibit 'C' – Electronic Document Release.

- 1. Electronic Document Release is provided for reference. Acceptance of this proposal is an acceptance of the terms outlined in the Electronic Document Release.

SCOPE OF SERVICES

The process and deliverables outlined below are based on the Owner's expressed project needs and the Pre-Design Scope. Modifications and/or additions to the scope will be considered and may be subject to additional services, time and materials.

01 PRE-DESIGN

- A** Completed under proposal dated August 26, 2020.

02 ENTITLEMENTS

- A** Site Plan Review.

- 1. Prepare materials for required Type 1 Site Plan Review including:
 - i. Application.
 - ii. Description of work.
 - iii. Written Statement.
 - iv. Site plans.
 - v. Architectural plans including floor plan, elevation, and demolition plans.
- 2. The design team recommends submitting the Site Plan review concurrent with the Building Permit.

- B** Oregon SHPO Clearance

- 1. Assist Owner with SHPO clearance as already submitted.

Deliverables: Prepare materials as described above for Site Plan review.

03 SCHEMATIC DESIGN

- A** Based on selected plan, review for compliance under current set of codes.

- 1. Scope includes up to (1) Review with Owner to discuss required modifications and impacts based on updated codes.

- B** Attend site walk with Owner and Design Team.
 - 1. Scope does not include a full as-built (measured drawings).
- C** Prepare Schematic design (SD) package including the following.
 - 1. Preliminary site plan.
 - i. Site plan will include land survey information.
 - 2. Floor plan.
 - 3. High-level code summary.
 - 4. Structural narrative and markups as required.
 - 5. MEP narrative and markups as required.
 - 6. It is assumed the deliverables as outlined in the SD package can be used as a basis for the Site Plan Review as described above.
- D** Scope includes (1) additional meeting with Owner to review the SD package for approval.

Deliverables: Schematic Design Package as described above.

04 DESIGN DEVELOPMENT

- A** Provide initial finish materials and casework concepts.
 - 1. Project assumes up to (2) meetings with Owner to review finishes.
 - 2. Project assumes elevations and 3D imagery as required to convey scope.
- B** Based on approved SD package, refine drawings for Design Development (DD) set including:
 - 1. Site Plan.
 - 2. Code summary.
 - 3. Floor plan, reflected ceiling plan and finish plan.
 - i. Reflected ceiling plan to include BOD lighting fixtures.
 - 4. Exterior elevations and materials.
 - 5. Preliminary interior elevations and materials.
 - 6. Custom or unique details.
 - 7. Initial structural Drawings.
 - 8. Initial Mechanical, Electrical and Plumbing Drawings.
 - 9. Refined Civil Drawings.
 - 10. Preliminary custom casework concepts (as required).
- C** Scope includes (1) additional meeting with Owner to review the DD package for approval.
 - 1. Due to the tight timeline, the DD package will serve as the coordination package for all disciplines.
- D** Upon Owner's request, DD package can be sent to Owner's selected CMGC contractor for a refined estimate.
 - 1. The Owner to determine if they would like the design team to pause for pricing following issuance of DD.
- E** Following the submission of the DD package, the design team does not anticipate major scope revisions due to costs.
 - 1. If additional revisions are required, additional fee/time may be required.

Deliverables: DD Package including drawings package as described above.

05 CONSTRUCTION DOCUMENTS

- A** Produce Construction Documents (CDs) including drawings and specifications to describe the project adequately for construction.

1. Coordinate with Owner's independent consultants and, where required, integrate their design into the CDs.
2. Produce project specifications.
3. Produce Comcheck forms as required.

B Scope includes (1) meeting at Owner's request following delivery of package.

1. Scope assumes responding to questions from stakeholders.
2. Scope does not include revisions to drawings following delivery of CD package.

C CD package will be able to serve as Permit Set and Bid Set.

1. Set will be sealed upon Owner's direction that they are ready to submit the documents for Permit.

Deliverables: Provide contract documents, including specifications ready for permitting and pricing.

06 PERMITTING

A Submit for Building Permit.

1. Response to checksheet comments.
2. Architectural fee assumes minor corrections and only one round of corrections are required.

B Submit for Consultant Permits as listed below and where considered separate from the Building Permit.

1. Mechanical.
2. Electrical.
3. Plumbing.

07 BIDDING & NEGOTIATION SERVICES

A Assist the Owner in selecting a CMGC partner (anticipated to occur during the SD phase and be under contract to provide DD pricing).

1. Scope assumes 8 hours of assistance including 1 meeting.

B Following initial pricing, respond to inquiries from Owner's CMGC partner to aid in pricing.

1. Scope assumes 8 hours of assistance including 1 meeting to review.

C During Bidding, respond to questions from contractor.

1. Scope assumes 16 hours of assistance including up to 2 meetings.
2. Scope assumes 1 bid effort and does not include open bid services.

08 CONSTRUCTION PHASE SERVICES

A Work with Owner and Owner's Contractor throughout construction as a representative of the Owner.

B Attend (1) Pre-Construction Meeting.

C Provide on-site construction observation. Assumes site visits once a week for 4 months of construction.

1. Due to the remodel, structural observation may be required if existing conditions onsite are different than assumed. We have provided for (2) site visits. More may require additional services.

D Review Contractor's submittals, including but not limited to product data, shop drawings, bidder design / deferred submittals, and any other data required by the Contract Documents.

1. The design team has assumed one review for each. Major deviations or substitutions are not included in the base fee.

E Review and respond to Requests for Information (RFIs).

F Review any Change Order Proposals (COPs).

G Issue supplemental instructions (ASIs) as required based on document revisions.

H Review completed Work for compliance with the Contract Documents.

1. Includes one walk through at substantial completion.

EXCLUSIONS TO SCOPE OF SERVICE

Optional Services are available upon request.

- 01 Landscape design.
- 02 Fire Suppression design.
- 03 Fire Alarm Design.
- 04 Acoustic design.
- 05 Sustainability services.
- 06 Code Required/ Enhanced Commissioning.
- 07 3rd party fire and life safety review.
- 08 Door hardware selection.
- 09 Fixtures, Furnishings & Equipment [FF&E] selection.
- 10 Signage and/or wayfinding. (code required signage is provided)
- 11 Marketing materials.
- 12 3D graphic renderings or imagery from 3D modeling software.
- 13 Value engineering and revisions to design documents after Design Development phase.
- 14 Construction cost estimating.
- 15 Vending or procurement services.
- 16 Fees to the Authority having Jurisdiction (AHJ) for permitting, construction, or entitlement.
- 17 LUR / HDR/ Design review etc. with AHJ.
- 18 As-built of existing conditions (measured drawings).
- 19 As-built following construction completion.
- 20 Traffic impact study.
- 21 Geotechnical investigations (soils report).
- 22 Infiltration testing.
- 23 Environmental studies.
- 24 Hazardous material assessment and abatement.
- 25 Special testing and inspection required by code during construction.

FEES

We propose to provide the services outlined above on a Time and Materials basis with a not to exceed as outlined. Refer to the Design Fee Overview table below.

SEA STANDARD BILLING SCHEDULE

For additional information on Standard Billing rates, refer to 'Exhibit A' - payment.

| | | |
|-----------------------------|-----------|----------|
| Principal | \$225-245 | per hour |
| Project Manager | \$145-200 | per hour |
| Project Architect | \$145-200 | per hour |
| Specification Writer | \$160 | per hour |
| Sustainability Lead | \$165 | per hour |
| Interior Designer | \$115-160 | per hour |
| Designer | \$100-145 | per hour |

DESIGN FEE OVERVIEW

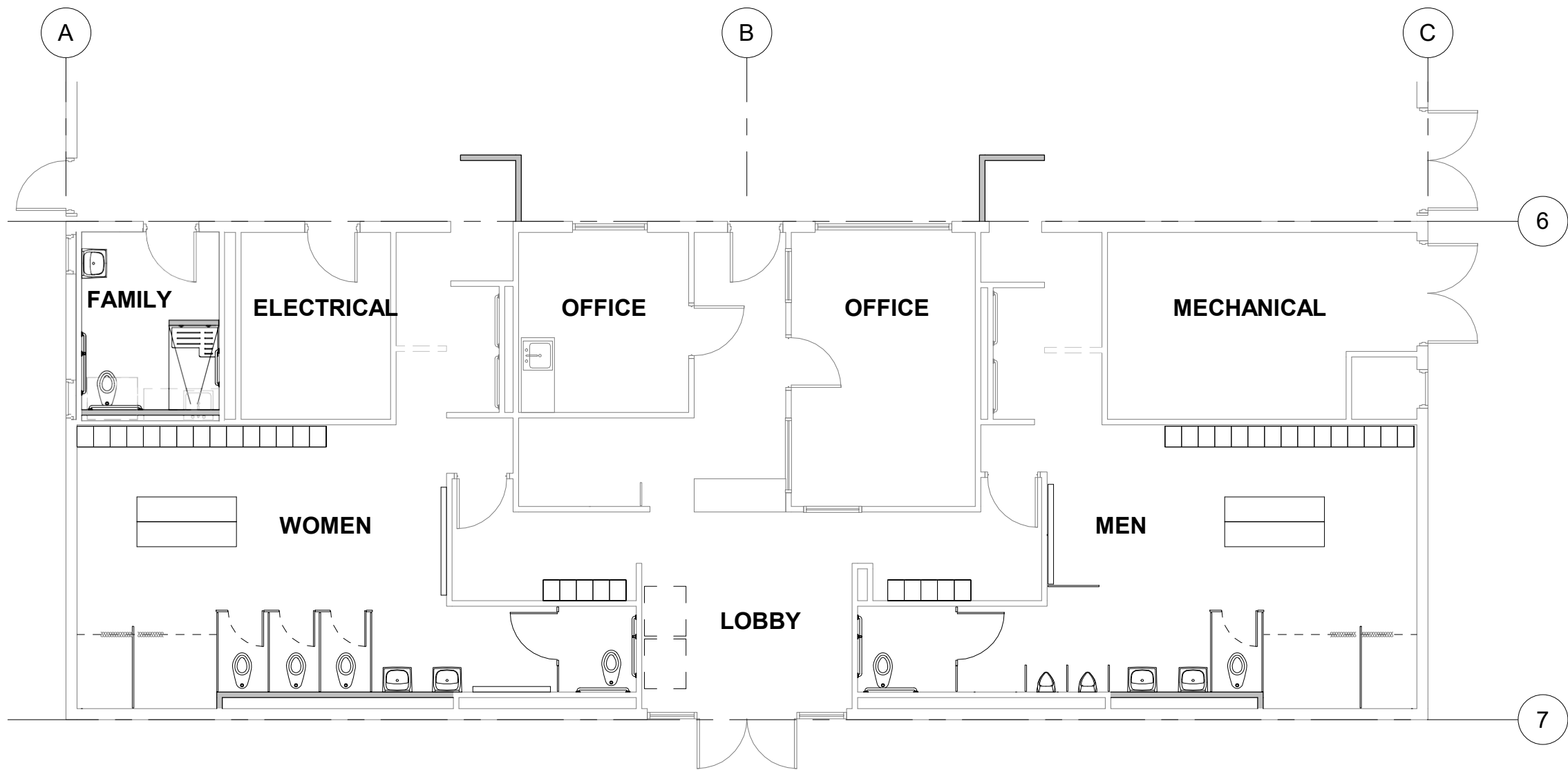
| SCOPE OF SERVICE | FEE |
|--|---------------------------------|
| ARCHITECTURAL SEA | |
| Entitlements | \$4,900 |
| Schematic Design | \$8,420 |
| Design Development | \$20,740 |
| Construction Documents | \$33,100 |
| Permitting | \$4,880 |
| Bidding & Negotiation | \$5,760 |
| Construction Phase Services | \$25,300 |
| <i>Subtotal</i> | <i>\$103,100</i> |
| CONSULTANT | |
| Civil (HHPR) | \$9,750 |
| Land Survey (HHPR) | \$4,000 |
| MEP (Interface) | \$37,700 |
| Structural (WDY) | \$11,200 |
| <i>Scope includes (2) observations</i> | <i>\$2,400 (included above)</i> |
| <i>Subtotal</i> | <i>\$62,650</i> |
| TOTAL | \$165,750 |

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal shall be considered additional services and will be billed at the hourly rates listed above.



Option 1 Features:

- New screen walls to block sight lines into Locker Rooms.
- Removes intermediate wall in shower areas for improved circulation paths between locker rooms and pool deck.
- Extends and modifies existing Locker Room plumbings walls to create additional toilet stalls and fully accessible stall.
- Adds two individual changing rooms in each Locker Room.

CANBY SWIM CENTER

OPTION 1⁺

1150 S Ivy Street
Canby, Oregon
09/29/20 | JOB # 20132



1/8" = 1'-0"



CONSTRUCTION-RELATED PROFESSIONAL SERVICES AGREEMENT

[CANBY SWIM CENTER REMODEL, CANBY OREGON]

This Agreement is entered into between the City of Canby, a municipal corporation of the State of Oregon (“City”), and Scott Edwards Architecture, an Engineering & Design Firm of the state of OREGON (“Consultant”). This Agreement is made effective as of October 3rd, 2025 (the “Effective Date”). This Agreement may refer to the City and Consultant individually as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City requires the services of an Oregon certified professional to provide architectural-related design services for the **CANBY SWIM CENTER REMODEL** project, including design development, permitting, bidding, and construction administration (the “Services”); and

WHEREAS, the City conducted an informal solicitation for the Services, and Consultant responded by submitting a proposal for the Services dated August 12th, 2025 (the “Proposal”); and

WHEREAS, the City duly selected Consultant to provide the Services, which the City Council authorized on October 3rd, 2025; and

WHEREAS, the City desires to contract with the Consultant to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Consultant agree as follows:

1. Term

The term of this Agreement shall be from the Effective Date until not later than June 30th, 2026 unless amended or sooner terminated under the provisions of this Agreement. Passage of the Agreement’s term shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. Consultant’s Services

The Consultant’s Services and schedule for performance are set forth in Exhibit A. Any conflict between this Agreement and Consultant’s Proposal shall be resolved first in favor of this Agreement. Consultant will use its best efforts and due diligence in its

performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the City to terminate this Agreement for breach.

3. Consultant's Identification

Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.

4. Compensation

Consultant's fee for completion of all Services will not exceed **\$165,750.00**. Upon completion of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Consultant at the times and in the amount(s) set forth in this Agreement and in accordance with Exhibit A.

Consultant shall submit monthly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom it was performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be pre-approved in writing by the City. Mileage will be reimbursed for only one vehicle and only at the current in effect IRS rate. Meals will be at the current in effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA daily rate. No reimbursement will be made for any alcohol purchases or parking or traffic citations.

The City shall make payments in a timely manner, within thirty (30) days of receipt of a request for payment. Requests for payment received from the Consultant pursuant to this Agreement will be reviewed and approved by the City prior to payment. If the City does not pay within thirty (30) days of receipt of a request for payment that is acceptable to the City, the request for payment shall incur a service charge of 1.5% per month on the unpaid monthly balance.

The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Consultant must promptly pay all sums due to subconsultants for services and reimbursable expenses after receiving payment for those services from City.

5. Project Managers and Notice

The Parties designate the following individuals as their Project Manager, who are designated to send and receive any notices required under this Agreement.

City's Project Manager

Randy Ealy
222 NE 2nd Ave
Canby, OR 97013
e: EalyR@Canbyoregon.gov
p: 503 266 4021

Consultant's Project Manager

Sara Ruzomberka
2525 E. Burnside St.
Portland, OR 97214
e: SRuzomberka@seallp.com
p: 503 226 3617

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Consultant's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

All notices shall be made in writing and may be given by personal delivery, first class mail or email. Mailed notices shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

6. Project Information

Consultant agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services. Consultant shall not provide any information, news, or press releases related to the Services to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Consultant shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Consultant has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with

nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

8. Consultant is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect Consultant's independent ability (or the ability of Consultant's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Consultant Representations and Warranties

i. Consultant has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.

ii. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

iv. Consultant is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.

v. Consultant is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Consultant under this Agreement.

vi. Consultant is not an employee of the City, any special district, local government, the federal government or the State of Oregon.

vii. Consultant has complied and will continue to comply with all Oregon laws applicable to the performance of Consultant's obligations under this Agreement.

viii. Consultant, and Consultant's employees and subconsultants, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

ix. The Consultant has inspected the Project site and all of the surrounding locations to the extent necessary to perform the Services.

x. Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with standards prevalent in the Consultant's industry, trade or profession under similar conditions and circumstances.

xi. Consultant has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Consultant prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty.

xiii. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Consultant's Services rendered in the performance of Consultant's obligations under this Agreement, are provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Consultant provides.

10. Indemnity

i. Unless otherwise limited by ORS 30.140, Consultant shall indemnify and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, arising out of, or resulting directly or indirectly from, the professional negligent acts, errors or omissions of Consultant or its subcontractors, subconsultants, suppliers, agents or employees in performance of professional services under this Agreement. Where limited by ORS 30.140, Consultant's duty to defend the City against a claim for professional negligence and relating to the professional services provided by Consultant shall not arise until the Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and such obligation shall not exceed the proportionate fault of the Consultant.

ii. The Consultant shall indemnify, defend, and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, to the extent they arise out of, or result directly or indirectly from, all other negligent acts or omissions of the Consultant, or any of its subcontractors, subconsultants, suppliers, agents or employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection (a) of this Section.

iii. The obligations of the indemnifications extended by the Consultant to the City shall survive the termination or expiration of this Agreement.

iv. Except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant or Consultant's agents, representatives, subcontractors or subconsultants, the indemnities in subsection (i) and (ii) do not require Consultant or Consultant's surety (if any) or insurer to indemnify the City for damage arising out of the death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the City.

11. Insurance

Consultant and its subcontractors and subconsultants shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Consultant and its subcontractors and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from the liabilities that might arise out of the performance of the work under this Agreement by Consultant, its agents, representatives, employees, subcontractors or subconsultants, and Consultant may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance:

- a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products-Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$2,000,000 |
| Each Occurrence | \$2,000,000 |
- b. The policy shall be endorsed to name the City of Canby and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Consultant related to this Agreement.
- c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- d. The Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Automobile Insurance:

- a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. Automobile Liability coverage shall be written in an amount not less than \$1,000,000 combined single limit.
- b. The policy shall be endorsed to include the City, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Consultant relating to this Agreement.
- c. The City shall be an additional insured to the full limits of liability purchased by the Consultant.

- iii. Workers' Compensation Coverage: Consultant certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within ten (10) days after contract award a certificate of insurance

evidencing overage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

- iv. Professional Liability (Errors and Omissions Liability): Consultant shall provide City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than \$2,000,000 combined single limit per occurrence. Consultant may opt to provide a claims-made policy with a combined single limit per claim of not less than \$2,000,000; but in doing so, Consultant warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Agreement is completed. Where any subcontractor or subconsultant provides professional services related to this Agreement, they must provide equivalent coverage.
- v. Certificates: Consultant shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to Brenda Graves Canby City Contracting, GravesB@canbyoregon.gov, and Randy Ealy Interim City Manager, EalyR@canbyoregon.gov. All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.
- vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by City shall be excess.
- vii. Subcontractors and Subconsultants: Consultant shall require the same insurance requirements from its subcontractors and subconsultants. Consultant's certificates

shall include all subcontractors and subconsultants as additional insureds under its policies **-OR-** Consultant shall be responsible for ensuring and verifying that all subcontractors and subconsultants have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from the Consultant that its subcontractors and subconsultants have insurance coverage. All subcontractors and subconsultants providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, the Consultant may, on behalf of its subcontractors and subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subcontractors and subconsultants with respect to this Agreement.

- viii. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- ix. Umbrella Insurance/Employee Liability/Other Coverages? 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 11.

12. Work Product

All work produced by the Consultant is the exclusive property of the City. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," the Consultant irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to Work Product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by executed of this Agreement, the Consultant-Architect grants the City an exclusive an irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

13. Public Records and Confidentiality

- i. Public Records Requests. Consultant acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Consultant Confidential Information that Consultant submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Consultant to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Consultant requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 13.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.
- ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.
- iii. Confidentiality.
 - a. Consultant's Confidential Information. During the term of this Agreement, Consultant may disclose to the City certain Consultant confidential information pertaining to Consultant's business ("Consultant Confidential Information"). Consultant shall be required to mark Consultant Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. If Consultant Confidential Information is not clearly marked, or the Consultant Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Consultant shall identify the Consultant Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Consultant Confidential Information. Consultant Confidential Information does not include information that (1) is or becomes (other than by disclosure by City) publicly known; (2) is furnished by Consultant to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in City's possession without the obligation of nondisclosure prior to the time of its disclosure

under this Agreement; (4) is obtained from a source other than Consultant without the obligation of confidentiality, (5) is disclosed with the written consent of Consultant, or; (6) is independently developed by employees or agents of City who can be shown to have had no access to the Consultant Confidential Information. Subject to subsection (i) and (ii), the City shall: (1) limit disclosure of Consultant Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Consultant Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Consultant Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

- b. City's Confidential Information. Any and all information that the City provides to Consultant or its employees or agents in the performance of this Agreement that City designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Consultant's use of such information and any other Work Product that City designates as confidential, is deemed to be confidential information of City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Consultant) publicly known; (2) is furnished by City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- c. Consultant shall treat as confidential any City Confidential Information that has been made known or available to Consultant or that Consultant has received, learned, heard or observed; or to which Consultant has had access. Consultant shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall Consultant publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Consultant shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, subconsultants and agents of Consultant who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same

degree of care as Consultant employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Consultant's possession or custody or under its control. Consultant is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written consent.

- d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Consultant and related to this Agreement.
- e. Survival. Consultant's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Consultant acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

14. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

15. Changes in Work

Only the Interim City Administrator may authorize a change order or extra work. Failure of Consultant to secure written authorization for a change order or extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to

such unauthorized change order or extra work, and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Early Termination of Agreement

- i. The City may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- ii. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the Party seeking termination shall give the other Party written notice of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within 30 days, the Party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.

17. Remedies and Payment on Early Termination

- i. If the City terminates pursuant to Section 16(i), the City shall pay the Consultant for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- ii. If the City terminates pursuant to Section 16(ii), the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- iii. If the Consultant justifiably terminates the Agreement pursuant to 16(ii), the Consultant's only remedy is payment for Services performed prior to the termination. No other costs or loss of anticipated profits shall be paid.
- iv. If the City's termination under Section 16(ii) was wrongful, the termination shall be automatically converted to one for convenience, and the Consultant shall be paid as if the Agreement was terminated under Section 16(i).
- v. In the event of early termination, the Consultant's Work Product before the date of termination becomes property of the City.

18. Compliance with Applicable Law

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation

Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Consultant's compliance with the applicable provisions in Exhibit B – OR Statutorily Required Contract Provisions, which are incorporated herein by this reference.

19. Records and Audits

- i. **Records Retention.** Consultant shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Consultant agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement, for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.
- ii. **City Audits.** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- iii. **Access to Records.** The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

20. Law of Oregon

This Agreement is governed by the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Clackamas County, Oregon.

21. Mediation, Trial By Jury, Attorneys' Fees

- i. Should any dispute arise between the Parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Canby, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party.
- iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorney fees.

22. Conflict of Interest

Consultant hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Consultant understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

23. Subcontractors and Subconsultants

The is solely and exclusively responsible to the City for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Consultant shall provide a list of all subcontractors and subconsultants with which Consultant intends to utilize in providing Services. This list shall include such information on their relevant qualifications as may be requested by City. City reserves the right to review and reject the Consultant's use of subcontractors and subconsultants where Owner has a reasonable objection. Consultant shall obtain Owner's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

24. General Provisions

- i. Successors and Assigns: Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.
- ii. Assignment: Consultant shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. If City agrees to assignment of tasks to a subcontractor or subconsultant, Consultant shall be fully responsible for the acts or omissions of any subcontractors and subconsultants and of all persons employed by them, and neither the approval by City of any subcontractor or subconsultant nor anything contained in this Agreement shall be deemed to create any contractual relation between them and City.
- iii. Severability: In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.
- iv. No Third-Party Beneficiaries: Consultant and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- v. Non-Discrimination: Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.

- vi. Exclusivity: This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.
- vii. Amendments: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties. Consultant acknowledges that authority for amendments may be subject to the City's ordinance process.
- viii. Integration: This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.
- ix. No Waiver: No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given.
- x. Order of Precedence: Should there be any conflict between the terms of this Agreement and the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control, and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's Proposal.
- xi. Survival: All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.
- xii. Counterparts; Electronic Signatures: The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Consultant may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.
- xiii. Independent Legal Review: The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions.

* * *

* * *

* * *

SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereby cause this Agreement to be executed.

SCOTT EDWARDS ARCHITECTURE, LLP

CITY OF CANBY

Authorized Signature Date

Interim City Administrator Date

Printed Name and Title

EXHIBIT A

SCOPE OF WORK and FEES.

See attached.

Statutorily Required Public Contracting Provisions - Exhibit B

Consultant shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision. For professional services contracts, Contractor shall be read to mean Consultant, and Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply

with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to

Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.



City of Canby

222 NE 2nd Avenue, Canby OR 97013
www.CanbyOregon.gov | 503.266.4021

August 20, 2025

Mr. Gordon Howard
Community Services Division Manager
Oregon State Department of Land Conservation and Development
635 Capital Street NE, Suite 150
Salem, OR 97301

Dear Mr. Howard:

This letter is written in support of the Department of Land Conservation and Development (DLCD) 2025 to 2027 Housing Planning Assistance grant application. The City of Canby is continuing work on the Amendment of Canby's Urban Growth Boundary.

Canby is also continuing its Comprehensive Plan and Transportation System Plan update and has completed the Housing Needs Analysis (HNA) and Economic Opportunity Analysis (EOA). The HNA and EOA have identified an urban growth boundary expansion need and housing efficiency measures have been adopted.

Canby sees the need for additional residential and employment land as critical to providing more affordable housing options and employment needed over the next 20 years. Canby is also in need of additional recreation lands and desires to develop a sport complex, and the city is committed to addressing future urban growth needs.

Please accept this letter as official city support for the Amendment to the Canby Urban Growth Boundary and support for the DLCD grant the city has submitted.

Sincerely,

Brian Hodson
Mayor



Department of Land Conservation and Development 2025-2027 HOUSING PLANNING ASSISTANCE APPLICATION

Please complete each section in the form below. Fill out the requested information in the spaces provided. **For applicants requesting multiple services, submit a separate form for each. Submit completed applications by midnight on August 4, 2025.**

Date of Application:

Applicant (Jurisdictional Entity):

If applying on behalf of a jurisdiction or pursuing a joint project, please also include the recipient jurisdiction name(s)

Contact Name and Title:

Contact e-mail address:

Contact phone number:

Requested Service:

| | Direct Grant (& budget estimate) | DLCD-Provided Consultant |
|---|-------------------------------------|-----------------------------|
| Housing Planning Assistance Projects | | |
| Development Code Amendment | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Housing Capacity Analysis (HCA) ¹ | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Housing Production Strategy (HPS) | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Housing Implementation Plan (Housing planning activities other than an HCA or HPS) | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Urbanization Planning Assistance Projects | | |
| Urban Growth Boundary Land Exchange | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Urban Growth Boundary Amendment ² | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| One-Time Urban Growth Boundary Amendment ³ | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Urban Reserves | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| Public Facilities Area Plan | <input type="checkbox"/> \$ | <input type="checkbox"/> |
| <p>1. Housing Capacity Analyses initiated under this Housing Planning Assistance Program are expected to be conducted under the Oregon Administrative Rules implementing the Oregon Housing Needs Analysis that the Land Conservation and Development will adopt in December 2025.</p> <p>2. A UGB amendment requires a land deficiency identified in a Housing Capacity Analysis.</p> <p>3. As provided in SB 1537 (2024) Section 48-60.</p> | | |

Project Title:

Project Summary: (Summarize the project and products in 50 words or fewer)

Project Description & Work Program

Please carefully review the attached Sample Work Program applicable to your jurisdiction's proposed project. The work programs included represent typical tasks and work products associated with common project types. If you expect the project to be substantially similar (i.e. there may be minor variations, but major project deliverables align with applicant expectations) to the project included in the Sample Work Program, the applicant does not need to submit a work plan.

However, if the applicant anticipates a proposal for a project that is substantially different from the projects included in the Sample Work Program, please include an attachment detailing the proposed project, addressing each of the following in an attachment. *Applicants applying for distinct or unique projects are expected to submit detailed applications that specify the work tasks, products, and timelines unique to their project. Priority will be given to applications that provide well-defined tasks, products, and timelines.*

Is the jurisdiction planning to utilize the applicable Sample Work Program as the project statement of work? Yes ☐ No ☐

If "yes", please skip to the "Tasks, Timelines, and Budget" section below. If "no", please attach a detailed work program including the following.

A. Goals and Objectives. The purpose of housing planning assistance projects is outlined in the attached Sample Work Program for reference. Please state the goals or overall purpose of the project. Describe particular objective(s) the community hopes to accomplish. Please indicate whether this is a stand-alone project or is part of a longer multi-year program. If it is the latter, describe any previous work completed, subsequent phases and expected results, and how work beyond this project will be funded.

B. Products and Outcomes. Please describe the product(s) and outcome(s) expected from the proposed project in detail, including a brief description of any anticipated significant effect the project would have on development, livability, regulatory streamlining, and compliance with state/federal requirements, equitable socioeconomic benefits, or other relevant factors.

C. Work Program, Timeline & Payment. Please include a comprehensive work program describing the specific tasks, timelines, expected budget, and deliverables. Public engagement is a necessary component of any planning process but may be tailored to fit the project context. Some projects, such as code amendment or technical projects, may not require extensive engagement in comparison to major projects with substantial local policy impacts. If other changes are necessary, please consult with your Regional Representative. * Budget estimates are only required for Direct Grant requests. Applicants requesting DLCD-provided consultants can leave this field blank.

Tasks, Timelines, and Budget

List and describe the major tasks, including:

- The title of the task;
- Anticipated timeline for each task, including the tentative start date after the grant agreement or consultant contract is executed, task completion dates, and project completion date. Note that all tasks must be completed before the end of the biennium. We request that project timelines conclude no later than June 15, 2027;
- For direct grant projects, anticipated budget for all tasks; and
- Expected local contribution, including budget, staff time, and resources.

| Task | Title | Timeline (Month, Year) | Estimated Budget* | Local Contribution |
|-------|-------|------------------------|-------------------|--------------------|
| 1 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 2 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 3 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 4 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 5 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 6 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 7 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| 8 | _____ | _____ to _____ | \$ _____ | \$ _____ |
| TOTAL | | _____ to _____ | \$ _____ | \$ _____ |

If the project is part of a multi-year program, provide an overview of the expected timelines in sequence of expected start dates and completion date for each phase and describe subsequent phases to be completed. **If the following spaces are not sufficient for your responses, you may attach a separate document with additional information. Please clearly indicate the question number and/or prompt with each response to ensure it aligns with the application form.**

Project Criteria and Additional Information

- 1. Evaluation Criteria.** Include a statement that addresses the program priorities and evaluation criteria presented in the application instructions (“Eligible Projects and Evaluation Criteria”).
- 2. Project Partners.** List any other public or private entities that will participate in the project, including federal and state agencies, council of governments, city and county governments, and special districts. Briefly describe the role of each (*e.g.*, will perform work under the grant; will advise; will contribute information or services, etc.). If the project includes multiple jurisdictions, briefly describe the capacity and support of those jurisdictions to support and participate in the project.

3. Advisory Committees. List any advisory committee or other committees that will participate in the project.

4. Cost-Sharing and Local Contribution. DLCD funds may comprise a portion of overall project costs; if so, please identify sources and amounts of other funds, staff time, or services that will contribute to the project's success. Cost-sharing (match) is not required, but recommended.

Will a consultant be retained to assist in completing grant products? Yes ☐ No ☐

Will you be utilizing this funding to dedicate your own staff resources in completing grant products? Yes ☐ No ☐

Local Official Support

The application ***must include a resolution or letter from the governing body*** of the city or county demonstrating support for the project. If the applicant is a regional entity proposing a joint project including multiple local governments, a letter from the local government governing body or administrator with authorization to execute intergovernmental agreements supporting the application may be included in lieu of a resolution. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before planning assistance is awarded.

Submit your application electronically with all required information to:

E-mail: housing.dlcd@dlcd.oregon.gov

Please note that we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible.

If you have questions about the Housing Planning program or projects funded by this round of planning assistance, please contact:

DLCD Housing Team: housing.dlcd@dlcd.oregon.gov

DLCD HAPO Team: dlcd.hapo@dlcd.oregon.gov

For all correspondence, please include the appropriate [Regional Representative](#).

| | | |
|------------------------------|-----------------|--|
| Mid-Willamette Valley | Melissa Ahrens | melissa.ahrens@dlcd.oregon.gov |
| Central Oregon | Angie Brewer | angie.brewer@dlcd.oregon.gov |
| North Coast & Lower Columbia | Brett Estes | brett.estes@dlcd.oregon.gov |
| Eastern Oregon | Dawn Hert | dawn.hert@dlcd.oregon.gov |
| Portland Metro (West) | Laura Kelly | laura.kelly@dlcd.oregon.gov |
| Southern Oregon | Josh LeBombard | josh.lebombard@dlcd.oregon.gov |
| Portland Metro (East) | Kelly Reid | kelly.reid@dlcd.oregon.gov |
| South Coast | Hui Rodomsky | hui.rodomsky@dlcd.oregon.gov |
| South Willamette Valley | Patrick Wingard | patrick.wingard@dlcd.oregon.gov |

Important Housing Planning Assistance Dates

| Date | Housing Planning Assistance Milestone |
|--------------------------|--|
| June 2, 2025 1:30 – 3p | Open Forum for follow-up question & answer Zoom link Meeting ID: 821 4886 4505 Passcode: 598033 |
| June 3, 2025 | Application period opens; materials distributed |
| August 4, 2025 | Application period closes; materials submittal deadline |
| Early September | Anticipated funding decision; award notices sent |
| October – November 2025 | Direct grant agreements anticipated execution |
| November – December 2025 | Consultant contract anticipated execution |
| June 15, 2027 | Project completion deadline |

APPLICATION DEADLINE: August 4, 2025

City of Canby FY 25/26 Project Description and Work Program

DLCD Housing Planning Assistance Grant

A. Project Goals and Objectives

The goal of the Canby UGB project is to amend the City's urban growth boundary to address the employment land need identified in the 2023 Canby Economic Opportunity Analysis (EOA), and housing land need identified in the 2024 Canby Housing Needs Analysis (HNA). Project objectives include:

- Refine the Goal 14 Boundary Location Analysis to account for needed park land
- Propose a UGB amendment to accommodate housing, parks, and employment needs
- Engage the community and agencies to review the proposed UGB amendment through:
 - Project Advisory Committee meeting
 - Technical Advisory Committee meeting
 - Study area property owners listening session
 - Public meeting
 - Planning Commission and City Council briefings
- Facilitate UGB amendment adoption through work sessions and hearings with Canby Planning Commission, Canby City Council, and Clackamas County Board of Commissioners

B. Products and Outcomes.

The project will result in an adopted urban growth boundary amendment for the City of Canby. Interim materials will include:

- Revised Goal 14 Boundary Location Analysis report
- Proposed UGB amendment
- Community engagement summary
- Final Canby UGB Expansion Report
- Adoption work session and hearing presentations

The Canby UGB amendment project will provide the land Canby needs to grow and prosper over the 20-year planning horizon. The UGB expansion will accommodate all of the housing needs identified in the Canby HNA and employment needs identified in the EOA. Land for housing will allow housing types for a variety of household incomes. Employment land will allow for industries that provide living wage jobs. Associated parks and public infrastructure will help ensure that Canby is creating livable communities where residents can live, work, and play. An adopted UGB amendment will complete an item in Canby's sequential UGB work program.

C. Work Program, Timeline, and Payment.

Task 1 – Project Management (November 2025 – June 2026)

1.1 Project Administration

Consultant will maintain project files to include documentation related to the Project, including but not limited to computations, assumptions, meeting minutes, working drawings, correspondence and memoranda. Consultant should prepare and maintain a Project management team (PMT) website (using web-based tools) that includes communication, PMT roster, draft and revised schedules, online discussion topics, and deliverables.

1.2 Project Schedule

Consultant will maintain the project schedule showing the duration of work tasks and subtasks needed to complete the Project. Consultant will prepare a simple graphic milestone-oriented schedule for the project. Consultant will coordinate the schedule with the consultant team.

1.3 Regular Project Management Team (PMT) Meetings and Project Assessment

Consultant will organize, participate, co-lead (with the City) and summarize online project management team meetings. These calls will be conducted approximately every two weeks for the duration of the planning process and will integrate both the Comprehensive and TSP efforts. Consultant will provide a summary of key decisions and action items after each meeting.

1.4 Additional Communication and Coordination

In addition to the tasks described above the Consultant project manager will regularly communicate and coordinate with City staff and other team members regarding the status of and plans for current and upcoming project deliverables and activities. This will be done via email, telephone and online meeting communication.

Task 1 Deliverables

- Maintain Basecamp project management site
- Update graphic project schedule
- PM meetings and summaries
- Email correspondence and phone calls
- Monthly invoices and detailed progress reports

Task 2 – Community Engagement (January – March 2026)

2.1 Project Advisory Committee (PAC) meeting #6

The Consultant will prepare for, facilitate, and summarize PAC meeting #6 to gather feedback on the proposed UGB expansion area to accommodate needed housing, employment, and parks. The PAC meetings will use a hybrid in-person/online meeting platform to encourage participation.

2.2 Technical Advisory Committee (TAC) meeting #5

The Consultant will prepare for, facilitate, and summarize PAC meeting #5 to gather feedback on the UGB location analysis and proposed UGB expansion area to accommodate needed housing, employment, and parks. The PAC meetings will use a hybrid in-person/online meeting platform to encourage participation.

2.3 Planning Commission and City Council Updates

Consultant will support City staff for approximately one briefing to the City Planning Commission and one briefing to City Councilors. Consultant will support City staff for two work sessions with the City Planning Commission and two work sessions with City Councilors.

2.4 Listening Session

The consultant will prepare for and facilitate a listening session with UGB expansion study area residents to explain the UGB location analysis findings and proposed UGB expansion.

2.5 Canby Community Summit #6

Canby Community Summit #6 will gather feedback on the UGB location analysis and proposed UGB expansion to accommodate needed housing, employment, and parks. Consultant will work with City staff to determine the most appropriate format and approach for the summit, identify needed meeting materials and staffing assumptions, and agree on notification/publicity efforts, consistent with the Engagement Plan. City staff will make logistical arrangements, implement the notification plan and assist in staffing meetings,

as needed. Consultant will work with the City to identify a local Spanish interpretation service to be provided at community open houses. Consultant also will work with City to address other accessibility issues, including those related to people with physical disabilities, visual or hearing impairments, or other issues. Consultant will acquire a Spanish translator as needed for the four open houses.

2.6 Online Survey

Consultant will plan for, organize and administer a community survey for people who are unable to participate in the Summit. The survey will provide a similar opportunity to comment on the proposed UGB expansion.

Task 2 Deliverables

- PAC meeting #6 materials and summary
- TAC meeting #5 materials and summary
- Presentation for briefings (2)
- Listening session materials and summary
- Summit #6 materials and summary
- Online survey

Task 3 – UGB Evaluation and Amendment (April – June 2026)

3.1 UGB Expansion Areas Evaluation and Recommendation

Update the existing Goal 14 Boundary Location Analysis to include land for needed parks. Identify and evaluate potential areas where the UGB could be expanded. This process will be coordinated with Clackamas County and State Agency staff, including the Oregon Departments of Land Conservation and Development and Transportation. Consultant will submit draft findings to County and State partners through the TAC process for an informal review in advance of the formal adoption process. The evaluation will include the following steps:

- Analyze potential expansion areas outside the City's existing UGB consistent with OAR [660-024-0065](#).
- Prioritize land in the Study Area consistent with OAR 660-024-0067.
- Evaluate Land in the Study Area for inclusion into the UGB, through application of Goal 14 Factors.
- Select a proposed UGB expansion area based on results of the evaluation described above, as well as further coordination with staff and decision-makers, and community members.

Consultant will work with staff to prepare a UGB expansion recommendation based on results of the Goal 14 analysis. Consultant will present the Goal 14 analysis and proposed expansion to the community as described in Task 2.

3.2 Adoption Materials and Findings

Consultant will prepare materials needed for adoption of a UGB amendment, including memoranda and reports summarizing earlier tasks and findings of compliance and consistency with all applicable City, County and State policies, administrative rules (OARs) and statutes (ORS provisions). The Consultant and Canby staff will prepare a Sequential UGB Review Process Notice and submit it to Clackamas County and DLCD for approval.

3.3 Canby Planning Commission and City Council and Clackamas County Board of Commissioners Work Sessions and Hearings

To adopt the proposed Canby UGB amendment, Consultant will prepare for and participate in a series of work sessions and hearings with Canby Planning Commission, Canby City Council, and the Clackamas

County Board of Commissioners. City staff will make all logistical arrangements for these hearings, including providing public notice and submitting required notice to state agencies.

Task 3 Deliverables

- Goal 14 analysis and UGB expansion recommendation
- UGB amendment adoption materials
- 1 Planning Commission work session
- 1 City Council work session
- 1 Planning Commission hearing
- 2 City Council hearings
- 1 Clackamas County Board of Commissioners hearing

Cost Estimate

| Task | TOTAL |
|---------------------------------|-----------------|
| 1. Project Management | \$4,000 |
| 2. Community Engagement | \$16,000 |
| 3. UGB Evaluation and Amendment | \$20,000 |
| TOTAL | \$40,000 |