



CITY COUNCIL Agenda

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

January 7, 2026

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 speak at the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637. No pre-registration is required to speak in person.

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. ROLL CALL

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 January 7, 2026, 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 November 19, 2025, City Council Work Session Minutes, December 3, 2025, City Council Regular Meeting Minutes, and December 10, 2025, City Council Work Session Minutes. Pg. 1

5. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1660:** An Ordinance Authorizing the Interim City Administrator to Execute a Contract with Summit Staff in the Amount of \$200,000 for the Staffing of the Canby Swim Center and Declaring An Emergency. (*Second Reading*) Pg. 12

6. 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 January 7, 2026, 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. Pg. 44

- a. Consider **Resolution No. 1450**: A Resolution of the City Council of the City Of Canby, Oregon, Setting Fees For Services; and Repealing Resolution No. 1437.

7. OTHER BUSINESS

- a. Discussion and Selection of Committee Liaison Assignments

8. MAYOR'S BUSINESS

- a. 2026 Council Goals

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9. COUNCILOR COMMENTS & LIAISON REPORTS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT

11. CITIZEN INPUT

12. ACTION REVIEW

13. 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
November 19, 2025**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Paul Waterman, Daniel Stearns, Jason Padden and James Davis.

COUNCIL ABSENT: Herman Maldonado

STAFF PRESENT: Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Don Hardy, Planning Director; and Peter Wood, Human Resources Director.

CALL TO ORDER: Mayor Hodson called the meeting to order at 6:02 p.m.

COMPREHENSIVE PLAN POLICIES REVIEW: Don Hardy, Planning Director, along with Steve Faust, 3J Consulting, reviewed the Comprehensive Plan policies. They discussed the vision and process for the Comprehensive Plan updates, what a Comprehensive Plan was, Planning Commission comments, Comprehensive Plan Map changes including Special Area J and commercial designations along Ivy Street, Goals and Policies overview, and Council considerations.

There was discussion regarding radial roads and need to increase high-density residential development, though concerns were raised about the feasibility of consolidating parcels for large projects.

Staff outlined each goal in the Comprehensive Plan. They asked if there were any policies or strategies the Council would like to remove or modify or if any policies or strategies were missing. There were plans for work sessions in December to address each goal. The timeline included a Planning Commission hearing in February and a City Council hearing in March.

There was discussion regarding the process for the state to acknowledge the plan, tension between state directives and local desires, importance of promoting high-paying jobs to address housing affordability and reduce commuting, building safe communities, affordable housing, and interacting with a tribal agency. Next steps would include continuing work on the plan update and scheduling future work sessions to review specific sections.

Mayor Hodson adjourned the Work Session at 6:56 p.m.

**CANBY CITY COUNCIL
COUNCIL MEETING MINUTES
November 19, 2025**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Paul Waterman, Daniel Stearns, Jason Padden, James Davis, and Herman Maldonado.

STAFF PRESENT: Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Don Hardy, Planning Director; and Peter Wood, Human Resources Director.

CALL TO ORDER: Mayor Hodson called the meeting to order at 6:31 p.m.

American Heritage Girls Troop OR0207 presented the flag and the pledge of allegiance.

SMALL BUSINESS SATURDAY PROCLAMATION: Mayor Hodson read the proclamation declaring November 29, 2025, as Small Business Saturday.

Tyler Nizer, Economic Development & Tourism Coordinator, received the proclamation along with Shatrine Krage, Executive Director of the Canby Area Chamber of Commerce. They explained the Shop Local Canby Program that began on November 29 and Canby's Season of Cheer events.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: Kristi Mowreader-Smith, Canby resident, spoke about Transgender Day of Remembrance on November 20. She encouraged everyone to pause and remember trans and gender diverse people taken by violence.

CONSENT AGENDA: ****Council President Hensley moved to approve the Consent Agenda including approval of the October 15, 2025, City Council Regular Meeting minutes. Motion was seconded by Councilor Maldonado and passed 6-0.**

ORDINANCES & RESOLUTIONS:

Ordinance 1658 – ****Council President Hensley moved to adopt Ordinance 1658, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A SERVICE AGREEMENT WITH DIRECTLINK FOR THE RENEWAL OF VOICECONNECT SERVICES FOR THE CITY OF CANBY. Motion was seconded by Councilor Maldonado and passed 6-0 by roll call vote.**

Ordinance 1659 – Emily Guimont, City Attorney, said at the last Council Work Session, the Council worked through the rest of the edits to the Council Guidelines and Policies. They had discussed holding meetings around the community instead of only in the Council Chambers. However, the City Code would need to be amended to allow them to conduct meetings elsewhere. This ordinance made that change.

There was discussion regarding limitations as to where to host meetings.

****Councilor Padden moved to approve Ordinance 1659, AN ORDINANCE AMENDING CHAPTER 2.04 OF THE CANBY MUNICIPAL CODE to come up for second reading on December 3, 2025. Motion was seconded by Councilor Maldonado and passed 6-0 on first reading.**

Resolution 1448A or Resolution 1448B – Ms. Guimont said there were two resolution options to adopt the amended Council Guidelines and Policies. Council had asked about the restrictions on Council and the Mayor representing the official position of the City and how sometimes there was not time to get official authorization. She did find a good way to allow for flexibility on that issue. One resolution would retain the current practice, and the other resolution deleted the language and only staff could not speak without authorization.

Discussion included a compromise to change the language so that no member of the Council or the Mayor would testify before another governing board or sign any letters until the Council gave their official position. There was more discussion about the pros and cons of retaining the restriction. There was consensus to retain the restriction as proposed in 1448A.

The Council also reviewed other changes to the document that were suggested at the last meeting, such as including a glossary of terms, requirements for adding agenda items on an agenda, public comment periods, flexibility to change the location of a meeting, and that Council inquiries to staff would be routed to the City Administrator.

****Council President Hensley moved to adopt Resolution 1448A, A RESOLUTION REPEALING THE CANBY CITY COUNCIL’S POLICIES & OPERATING GUIDELINES ADOPTED IN DECEMBER OF 2018 AND ADOPTING NEW POLICIES & OPERATING GUIDELINES, OPTION A. Motion was seconded by Councilor Stearns and passed 6-0.**

Resolution 1449 – Heidi Muller, Transit Operations Manager, presented the details for an expanded IGA with Clackamas County for Dial-A-Ride services. The agreement would also add electronic payment options.

****Councilor Waterman moved to adopt Resolution 1449, A RESOLUTION AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLACKAMAS COUNTY FOR THE PROVISION AND REIMBURSEMENT OF EXPANDED ELDERLY AND DISABLED DEMAND-RESPONSE TRANSIT SERVICES FOR FISCAL YEARS 2026 AND 2027. Motion was seconded by Councilor Maldonado and passed 6-0.**

OLD BUSINESS: None.

NEW BUSINESS:

Library Strategic Plan 2024-2027 Update – Marisa Ely, Library Director, presented the first-year progress of the library's 2024-2027 Strategic Plan. She reviewed the library’s vision and mission, gave an update on the first strategic priority to advance community education and outreach, gave statistics for the newly opened, grant-funded Career Center, gave an update on the second strategic priority to build community through quality programming and services,

highlighted the Canby Maker Lab, explained the growth in program participants, discussed the 2025 Library Survey results, gave an update on the third strategic priority to improve departmental and organizational health and stability, gave statistics of the large increases for use of services, and listed the plans for 2026.

The Council thanked staff and volunteers for all they did.

Potentially Cancel December 17, 2025, Council Meeting – The Council decided to meet on December 17, 2025, due to the number of items that needed to be addressed.

MAYOR'S BUSINESS: Mayor Hodson announced the Light the Night event on December 5. The Kiwanis Food and Toy Drive had begun.

COUNCILOR COMMENTS & LIAISON REPORTS:

Council President Hensley reported on the Traffic Safety Commission who discussed speeding on Ivy, stop sign on 5th and Douglas, and safety at South End and 99E.

Mayor Hodson asked staff to look into the lack of crosswalk buttons and signals at the new signal at S Ivy and Township.

Councilor Padden attended the grand opening of S Ivy and 10th. He thought the next project for the Council subcommittee was City Charter updates and for the work to start in January. He reminded people not to rake leaves into the streets. Leaves could be dropped off at Public Works for disposal.

Councilor Maldonado thanked the Council subcommittee for their work on the Council Guidelines. He reminded everyone that this was the season of giving and volunteering.

Councilor Davis reported on Canby Adult Center activities and fundraising. He also reported on the Parks and Recreation Advisory Board meeting where they discussed Auburn Farms Park project and naming of the park, Swim Center upgrades, striping and widening of the bike trail, sidewalks for Ivy Ridge Park, building a new bathroom facility at Maple Street Park, and labor charges to be taken out of the Park Maintenance Fee. He was in favor of starting to work on the Charter updates. They had received a thank you card from Mike and Gretchen McCallum for their Hometown Hero Award.

Councilor Stearns said Canby Utility was going to announce a rate increase. Applications were open for the next Civic Engagement Academy.

CITY ADMINISTRATOR'S BUSINESS: Randy Ealy, Interim City Administrator, shared information on vacancies on City committees, Associate Planner vacancy, hosting 1st graders who were learning about community, new Finance Director coming on December 22, upcoming Council meetings, community meeting earlier tonight about Walnut/Ivy Street, Auburn Farms project gazebos and coming in under budget, 5 Year Budget projection and midyear budget review, Employee Holiday Luncheon on December 11, and upcoming staff meetings.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance 1658.
3. Approved Ordinance 1659 to come up for second reading on December 3, 2025.
4. Adopted Resolutions 1448A and 1449.
5. Gave consensus to keep the December 17, 2025, Council Meeting.

Mayor Hodson adjourned the meeting at 9:01 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
December 3, 2025**

PRESIDING: Brian Hodson

STAFF PRESENT: Randy Ealy, Interim City Administrator; Emily Guimont, City Attorney; Teresa Ridgley, Deputy City Recorder; Jorge Tro, Police Chief; and Peter Wood, Human Resources Director.

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:00 p.m.

ROLL CALL: Jason Paddon, present virtually; Herman Maldonado, absent (excused); Traci Hensley, present; Brian Hodson, present; James Davis, present; Daniel Stearns, present; and Paul Waterman, present.

CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS: None

KIWANIS CANBY COMMUNITY FOOD & TOY DRIVE PROCLAMATION: Mayor Hodson read the proclamation declaring December 8-12, 2025, as Kiwanis Canby Community Food and Toy Drive Week.

Luana Hill, Vicki Adamson, Karen Hill, and Sharon Schneider from Kiwanis received the proclamation. They spoke about the number of families they served and thanked the community for their support.

CONSENT AGENDA: ****Council President Hensley moved to approve the Consent Agenda that included approval of the November 5, 2025, City Council Regular Meeting Minutes. Motion was seconded by Councilor Davis and passed 5-0.**

ORDINANCES AND RESOLUTIONS: Ordinance 1659 – ****Council President Hensley moved to adopt Ordinance 1659, AN ORDINANCE AMENDING CHAPTER 2.04 OF THE CANBY MUNICIPAL CODE. Motion was seconded by Councilor Waterman and passed 5-0 by roll call vote.**

Resolutions No. 1450A, 1450B, and 1450C – Emily Guimont, City Attorney, explained the reason for three resolutions was to cover each Council position to avoid conflict of interest. These resolutions applied the Ethics Commission's food and beverage policy for the Council and Mayor. However, with Councilor Maldonado absent, they did not meet the quorum requirements.

There was discussion regarding how the vote would run with the Council position, not the individual, so it would apply to future Councils.

Ms. Guimont asked for a short break to draft five separate resolutions that could be passed with a quorum.

OTHER BUSINESS: Online Reporting/Criminal and Code – Jorge Tro, Police Chief, introduced a new module on the City's website for online reporting of non-emergency crimes and code enforcement complaints to the Police Department. He gave examples of how it worked.

There was discussion regarding how the reports were checked, follow up response to citizens, expanded to traffic condition complaints, permanent QR code, and adding the statistics to the monthly reports.

Resolution 1450A, 1450B, and 1450C – Ms. Guimont said the Council would make motions to adopt the policy instead of approving resolutions.

****Council President Hensley moved to adopt the policy attached as Exhibit A to Resolution 1450A to apply to Council positions currently held by Councilor Maldonado, Councilor Padden, and Mayor Hodson. Motion was seconded by Councilor Davis.**

Councilor Padden declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to him, therefore, he was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

Mayor Hodson declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to him, therefore, he was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

The motion passed 4-0-2 with Councilor Padden and Mayor Hodson abstaining.

****Councilor Davis moved to adopt the policy attached as Exhibit A to Resolution 1450A to apply to the Council position currently held by Council President Hensley. Motion was seconded by Councilor Stearns.**

Council President Hensley declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to her, therefore, she was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

The motion passed 4-0-1 with Council President Hensley abstaining.

****Councilor Stearns moved to adopt the policy attached as Exhibit A to Resolution 1450A to apply to the Council position currently held by Councilor Davis. Motion was seconded by Council President Hensley.**

Councilor Davis declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to him, therefore, he was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

The motion passed 4-0-1 with Councilor Davis abstaining.

****Council President Hensley moved to adopt the policy attached as Exhibit A to Resolution 1450A to apply to the Council position currently held by Councilor Waterman. Motion was seconded by Councilor Davis.**

Councilor Waterman declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to him, therefore, he was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

The motion passed 4-0-1 with Councilor Waterman abstaining.

****Council President Hensley moved to adopt the policy attached as Exhibit A to Resolution No. 1450A to apply to the Council position currently held by Councilor Stearns. Motion was seconded by Councilor Davis.**

Councilor Stearns declared a conflict of interest with the motion because it would apply the elected and appointed official food and beverage policy to him, therefore, he was not participating in any discussion or debate on this motion and was abstaining from voting or making a recommendation on this motion.

The motion passed 4-0-1 with Councilor Stearns abstaining.

MAYOR'S BUSINESS: Mayor Hodson reported the C4 meeting tomorrow was a social gathering. He encouraged everyone to donate toys and to attend Light the Night on Friday.

COUNCILOR COMMENTS & LIAISON REPORTS:

Councilor Padden attended the Heritage and Landmarks Commission meeting where they discussed goals. There were some openings on that committee, especially for an architect. He asked for an update on the dog park. Councilor Davis said it was still in the plans.

Council President Hensley thanked the Chamber of Commerce for the holiday luncheon. First Thursday was tomorrow.

Councilor Stearns said the Canby Utility Board was holding a rate hearing next Tuesday. He asked about the intent if the City declared a state of emergency. Mayor Hodson said a state of emergency was for disasters, which allowed them to apply for state and federal funding. The intent would be stated in the findings of the resolution.

Councilor Waterman clarified he was not questioning the laws of the country; however, he was questioning the methodology and conduct of the enforcement. He thought the laws should be enforced more respectfully, transparently, and professionally.

CITY ADMINISTRATOR'S BUSINESS: Mr. Ealy reviewed Council Work Session items and asked the Council to prioritize the ones to discuss immediately and those to discuss in the near term for Q1 of next year.

The immediate Work Session topics for December/January were YMCA field trip, budget forecast (1-3 years), Charter updates (multi votes), City Administrator recruitment, and closure of the Urban Renewal District. The near future Work Session topics for January/February/March were Parks and Rec, hotel/motel, revenue options, City Administrator evaluations, SDC updates, sidewalk program, and Comprehensive Plan update.

There was consensus to start the Work Session on December 10, 2025, at 7:00 p.m.

CITIZEN INPUT: None.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Adopted Ordinance 1659.
3. Adopted the Policy attached as Exhibit A to Resolution 1450A.
4. Gave consensus to start the December 10, 2025, Work Session at 7:00 p.m.

Mayor Hodson adjourned the meeting at 8:41 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood

**CANBY CITY COUNCIL
WORK SESSION MINUTES
December 10, 2025**

PRESIDING: Brian Hodson.

COUNCIL PRESENT: Traci Hensley, Paul Waterman, Daniel Stearns, Jason Padden, and James Davis.

COUNCIL ABSENT: Herman Maldonado.

STAFF PRESENT: Randy Ealy, Interim City Administrator; Maya Benham, City Recorder; and Don Hardy, Planning Director

CALL TO ORDER: Mayor Hodson called the meeting to order at 7:07 p.m.

REVIEW DRAFT COMPREHENSIVE PLAN POLICIES (SESSION #1 OF 2, CHAPTERS 1-8): Don Hardy, Planning Director, reviewed draft Comprehensive Plan policies, focusing on chapters 1-8 which contained 44 combined policies and strategies. He explained the purpose of the policies and strategies, and how they were high level aspirations and not intended to be code language. He then discussed Policy 1, Citizen Involvement, and the strategies for this policy.

The discussion centered on translation services for sign language and Spanish speakers at meetings. Council members expressed interest in exploring modern translation technology options, similar to what school districts used, to make meetings more accessible. Staff would come back with wording to include that change.

Mr. Hardy explained the Land Use policies and strategies. There was discussion regarding transportation levels of service.

Mr. Hardy discussed the Natural Resources, Scenic and Historic Areas, and Open Spaces policies and strategies. There was interest in creating a tree ordinance for encouraging preservation of trees that also would not trounce on property rights. There was further discussion on open space values, how the additions to the plan were based on feedback from Canby residents and the Planning Commission and state requirements, cottage cluster and preserving open space, changing the language in 4.3 from “at Community Park” to “along the Molalla River,” and code audit and update.

Mr. Hardy reviewed the Air, Water, and Land Resources policies and strategies. There was concern about the use of pervious surfaces and their effectiveness as well as concern about Policy 2, which aimed at reducing vehicle miles traveled by promoting residential development near parks, schools, and shopping areas. It was suggested that focusing on creating higher-paying jobs in the City might have a greater impact on reducing commute times and emissions. Mr. Hardy said that could be added as a separate policy.

The Council also addressed the need to update noise pollution protections and concerns about Policy 4, night sky lighting. There needed to be a balance between public safety and reducing

light pollution. Finally, they touched on Policy 6, non-point source pollution and the role of Public Works in educating residents about proper hazardous material disposal practices.

Mr. Hardy described the next policies for Areas Subject to Natural Hazards and the strategies for these policies. The Council discussed tribal lands and communication with the tribes.

Mr. Hardy explained the Recreational Needs policies and strategies. Wording changes were suggested including reference to “recreation complex” instead of “sports complex”, add working with CAPRD as well as the Parks and Recreation Advisory Board and School District for Strategy 1.2.6, and for Strategy 1.2.5 change the wording to “explore creation of a separate park and recreation funding source to help provide and pay for new park facilities and park maintenance.” There was discussion regarding the current ratio of 5.4 acres of developed park per thousand population, which was lower than the 10-acre per thousand target in the old Comp Plan. This did not include wetlands and School District property. Mr. Hardy said they planned to acquire some school property in the future and if all the school property was counted, they would not ask for parkland in the UGB expansion.

Councilor Padden expressed strong opposition to adding school property in the numbers when it seemed unlikely they would be able to purchase it. Mr. Hardy said they had to do SDC calculations based on the acreage and if it was not in the SDC plan, it would never happen. He thought the School District was more open to the idea than they ever had been.

The Council explored options for acquiring land within the Urban Growth Boundary, but outside the City limits. Mr. Hardy said they could purchase property in the UGB, but it would be challenging if they were trying to purchase property outside the UGB. There would be concept planning for the UGB to know where employment and residential lands would be as well as parkland. However, the parkland could be gobbled up by other uses and never developed as parks.

The Council debated whether to invest in future land development or focus on projects inside the City. They also reviewed recreational plans and considered options for river access.

It was suggested to create a scorecard to track progress on the Comprehensive Plan. The Council agreed to catalog existing plans and documents to improve accessibility and accountability. They emphasized the importance of regular check-ins and updates to ensure the plans remained relevant and implemented effectively.

Mayor Hodson adjourned the meeting at 8:49 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes – Susan Wood



CITY COUNCIL Staff Report

Meeting Date: 1/7/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Peter Wood, HR Director
Agenda Item: Consider **Ordinance No. 1660**: An Ordinance Authorizing the City Administrator to Execute a Contract with Summit Staffing in the amount of \$250,000 for the staffing of the Canby Swim Center and Declaring an Emergency. (*Second Reading*)
Goal: N/A
Objective: N/A

Summary

The Canby Swim Center operates with a combination of City employees and contracted staff. Since 2024, the facility has utilized contracted lifeguards, swim instructors, and class instructors. The City currently employs 17 contracted personnel. Not every contracted employee works each week; the hours and number varies by Swim Center schedule.

Back in 2024, the City transitioned to using a staffing agency to manage lifeguards, swim instructors, and class instructors. The goal was to reduce costs and administrative workload. Because many swim center staff were high school and college age employees, their schedules frequently changed and separated and required new hiring. They also required extended periods of leave. Note. Part-time swim center staff would be eligible for PERS with more than 600 hours in a calendar year.

Background

To present City Council with an update on the contract with the Swim Center staffing and review proposed language in the contract.

Discussion

Key Points of Contract: Term of the contract is up to \$250,000. The term of the contract is not through a specific date but does provide the City with approximately 12 months of Swim Center staffing.

Most lifeguard and swim instructors earn \$15.75 or \$17.75 per hour; one contracted employee earns \$22.75 per hour. During peak swim season with classes, lap swim, swim team, the contracted employees work approximately 150 billable hours, each week.

Fiscal Impact

The contract is up to \$250,000. Most lifeguard and swim instructors earn \$15.75 or \$17.75 per hour; one contracted employee earns \$22.75 per hour. During peak swim season with classes, lap swim, swim team, the contracted employees work approximately 150 billable hours, each week. Based on the number of hours and peak season for the swim center, the cost per week can range from \$2,500 to \$3,800 in employee wages.

For the last fiscal year 7/1/2024 to 6/30/2025, the City paid the previous staffing agency \$146,678.60 in wages for the Swim Center.

For this year, from 7/1/2025 to 9/30/2025, the City paid the previous staffing agency \$83,663.43. Our current staffing contract is \$31,500; totaling \$115,163.43 for the year; thus far.

Cost Comparison

If we look at a peak week at the Canby Swim Center with all 17 contract employees, the total cost to the City is \$3,802.23 in wages. If we employed them as City employees, the total wage cost is \$2,537.96. What we do not account for is the cost of additional benefits. Approximately 2-3 contracted employees would be eligible for insurance by the City; if they opted in, the City monthly cost is \$458.72 (employee) or \$1,308.53 (employee and family). Additionally, part-time employees exceeding 600 hours are eligible for PERS (6%). The non-cost factors include the cost to recruit, and time for onboarding and offboarding new Swim Center employees (For Human Resources and Finance Departments).

Options

1. Approve **Ordinance No. 1660**
2. Amend or do not Approve **Ordinance No. 1660**

Attachments

1. Ordinance No. 1660
2. Second Amendment to Summit Staffing
3. Attachment 1 and 2

Recommendation

Council approve **Ordinance No. 1660** as proposed.

Proposed Motion

"I move to adopt **Ordinance No. 1660**: An Ordinance Authorizing the City Administrator to execute a contract with Summit Staffing in the amount of \$250,000 for the staffing of the Canby Swim Center and Declaring an Emergency."

ORDINANCE NO. 1660

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SUMMIT STAFFING IN THE AMOUNT OF \$250,000 FOR THE STAFFING OF THE CANBY SWIM CENTER AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby's Swim Center currently receives staffing services from a contractor, including temporary and seasonal staffing, and requires such ongoing services;

WHEREAS, the City of Canby ("City") desires to enter into a contract with a contractor to provide such ongoing services;

WHEREAS, the City's local procurement and contracting policy, adopted by Resolution 1433, authorizes the City to select a contractor and award a contract for services in an amount not to exceed \$250,000 by informally soliciting at least three competitive proposals from potential contractors for the desired services;

WHEREAS, the City performed such informal solicitation and received three competitive proposals and, upon review, determined that selecting Summit Staffing is in the best interest of the City because Summit Staffing possesses the capability and experience to provide the desired staffing services;

WHEREAS, the City and Summit Staffing are already parties to a contract through which Summit Staffing provides such services to the City entitled Summit Staffing Personal Services Agreement;

WHEREAS, pursuant to the City's selection of Summit Staffing through its informal solicitation process and in order to continue receiving such services from Summit Staffing, the City Council desires to authorize the Interim City Manager to, on behalf of the City, enter into the Second Amendment to the Summit Staffing Personal Services Agreement, which is attached to this Ordinance as Exhibit A; and

WHEREAS, the City Council finds that the public health and safety require that the City to continue providing Swim Center services to the public without interruption caused by any lapses in staffing and, therefore, adopts this Ordinance as an emergency.

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 a Second Amendment to the Summit Staffing Personal Services Agreement in substantially the same form as Exhibit A to this Ordinance.

Section 2. The Interim City Administrator is authorized to administratively take all actions necessary to correct any scrivener's or formatting errors in Exhibit A.

Section 3. This Ordinance is adopted as an emergency and is, therefore, declared to be effective immediately upon its enactment.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, December 17, 2025, order posted as required by the Canby City Charter; and scheduled for a second reading on January 7, 2026, commencing at the hour of 7:00 p.m. 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 January 7, 2026, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

PERSONAL SERVICES AGREEMENT

SUMMIT STAFFING SOLUTIONS

This Personal Services Agreement (“Agreement”) is entered into between the City of Canby, a municipal corporation of the State of Oregon (“City”), and Summit Staffing Solutions, a domestic business corporation of the state of Oregon (“Contractor”). This Agreement may refer to the City and Contractor individually as “Party” or jointly as “Parties.” This Agreement is made effective as of its full execution by the Parties (the “Effective Date”).

RECITALS

WHEREAS, the City has a need for personal services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment, and for which the quality of the service depends on attributes that are unique to the service provider. In particular, the City is seeking services regarding the recruiting, screening, interviewing, hiring, and payrolling for individuals to perform Lifeguard, Swim Instructor, and Parks Maintenance Labor work for the City (the “Services”); and

WHEREAS, the City directly engaged Contractor to perform the Services, and Contractor responded by submitting a proposal for the Services dated October 2, 2025 (the “Proposal”); and

WHEREAS, the City duly selected Contractor based on Contractor’s capability, experience, approach, compensation requirements, references and other criteria to perform the Services, which was duly authorized pursuant to City’s public contracting rules, based on the information provided in Contractor’s Proposal; and

WHEREAS, the City desires to contract with Contractor 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 Contractor agree as follows:

1. Term.

The initial term of this Agreement shall be from the Effective Date through September 30, 2026, with the City’s option to extend for additional two-year terms, for a total not to exceed five years, 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. Contractor's Services.

Contractor shall perform the Services and provide the required deliverables in accordance with the terms and conditions of this Agreement. The Services, the deliverables required to be created thereunder, and the schedule for performance are set forth in Exhibit A, Scope of Services. Any conflict between this Agreement and Contractor's Proposal shall be resolved first in favor of this Agreement and pursuant to the order of precedence set forth herein. Contractor 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. Contractor will perform the Services consistent with 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 highest standards prevalent in Contractor's industry, trade or profession under similar conditions and circumstances ("Standard of Care"). All Contractor personnel and those of their subconsultants and subcontractors (collectively, "subcontractors"), if any, shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services.

3. Contractor's Identification.

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

4. Compensation.

The City agrees to pay Contractor in accordance with the Fee Schedule, which is attached to this Agreement as Exhibit B and incorporated herein by this reference, for satisfactory completion of all Services. However, in no event will the total cost of the Services exceed twenty-five thousand dollars (\$25,000) without the City's prior written approval. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement.

Contractor shall submit weekly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom they were performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in

writing by the City. Contractor shall choose the most economical form of transportation, and surface transportation mileage will be reimbursed for only one vehicle per two Contractor personnel at the current in-effect IRS rate. Meals and incidental expenses will be paid consistent with 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, personal entertainment, or parking or traffic citations.

The City shall make payments for undisputed Services in a timely manner, within thirty (30) days of receipt of a complete and acceptable request for payment. Requests for payment received from the Contractor pursuant to this Agreement will be reviewed and approved by the City prior to payment. The City will pay a 2% late charge for all invoices not paid within thirty (30) days of the City's receipt of the invoices.

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.

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

The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

5. Project Managers and Notice.

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

City's Project Manager

Pete Wood, Human Resources Director
222 NE 2nd Ave Canby, Oregon 97013
woodp@canbyoregon.gov
503-266-0733

Contractor's Project Manager

NAME: Sierra Freund-Chadhary

9725 SW Commerce Circle Suite A4

Wilsonville, OR 97070

Sierra@Questaff.com

503-682-9292

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

Unless otherwise stated in the Agreement, all notices shall be made in writing and may be given by personal delivery, first class mail, certified mail (return receipt requested), or email (read receipt requested). 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.

Contractor 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.

7. Duty to Inform.

Contractor shall give prompt written notice to the City's Project Manager if, at any time during the performance of this Agreement, Contractor 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 Contractor has any objection to any decision or order made by the City. Any delay or failure on the part of the City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence to Contractor's statement or claim, and shall not constitute a waiver of any of the City's rights.

8. Time is of the Essence.

Time is of the essence as to the performance of the Services under this Agreement. Contractor's failure to adhere to the work schedule in Exhibit A is sufficient grounds for the City to terminate this Agreement for cause. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Agreement, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures. Contractor shall be liable for any loss, expense, or

damage resulting from delay in the performance of the Services, which are due to any cause, except to the extent that those delays are caused by City fault or result from a Force Majeure. In the event of delay, the City may obtain substitute services from another source and bill all additional costs directly to Contractor.

9. Contractor is Independent Contractor.

Contractor is an independent contractor of the City for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized subcontractors shall perform their work under this Agreement under Contractor's sole control. Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor 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 Contractor shall not affect Contractor's independent ability (or the ability of Contractor'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).

10. Contractor Representations and Warranties.

Contractor represents and warrants to the City that:

- i. Contractor 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 Contractor enforceable in accordance with its terms.
- ii. Contractor is validly organized and exists in good standing under the laws of the State of Oregon, and Contractor 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 Contractor or any other person which has not been obtained or (b) result in a breach or default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
- iv. Contractor 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. Contractor is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement.

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

vii. Contractor has complied and will continue to comply with all applicable federal, state, and local laws and regulations applicable to the performance of Contractor's obligations under this Agreement. Contractor warrants it is currently in compliance with all tax laws.

viii. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Agreement, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Agreement.

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

x. Contractor 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 Contractor's industry, trade or profession under similar conditions and circumstances.

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

xii. Contractor prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Agreement.

xiii. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Contractor's Services rendered in the performance of Contractor'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 the City's request, Contractor shall provide the City with evidence reasonably satisfactory to the 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 Contractor provides.

11. Indemnity.

i. Contractor shall indemnify, defend and hold harmless the City, its officers, elected and appointed officials, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

ii. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, the City shall indemnify and hold harmless Contractor, its employees, and its agents from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of the City or its officers, employees, subcontractors, or agents under this Agreement.

iii. Tax Liability. Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Services or deliverables provided by Contractor under this Agreement. The City, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

iv. The obligations of the indemnifications extended by Contractor to the City and extended by the City to Contractor shall survive the termination or expiration of this Agreement.

12. Insurance.

Contractor and its subcontractors shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Contractor and its subcontractors 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 Contractor from the liabilities that might arise out of the performance of the work under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and Contractor 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
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Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- 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 Contractor 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. Contractor's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Workers' Compensation Coverage. Contractor certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Contractor'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. Contractor shall provide to the City within ten (10) days after contract award and prior to commencing Services, a certificate of insurance evidencing coverage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to the 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 the City. A copy of the certificate of self-insurance issued by the State shall be provided to the City if Contractor is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

iii. Certificates. Contractor 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 the City Project Manager. 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 or extended reporting period, as required. Failure to

maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

iv. Primary Coverage. The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by the City shall be excess.

v. Subcontractors. Contractor shall require the same insurance requirements from its subcontractors. Contractor's certificates shall include all subcontractors as additional insureds under its policies -OR- Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from Contractor that its subcontractors have insurance coverage. All subcontractors 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, Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.

vi. 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 Contractor from potential insurer insolvency.

13. Work Product.

All work produced by Contractor 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. Contractor 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," upon payment for the Services, Contractor 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. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor 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.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive,

perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing intellectual property rights incorporated into the Work Product(s).

14. Public Records and Confidentiality.

i. Public Records Requests. Contractor acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Contractor Confidential Information (as defined below) that Contractor 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 Contractor to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 14.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. Contractor's Confidential Information. During the term of this Agreement, Contractor may disclose to the City certain Contractor confidential information pertaining to Contractor's business ("Contractor Confidential Information"). Contractor shall be required to mark Contractor 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 under Oregon public records laws. If Contractor Confidential Information is not clearly marked, or the Contractor Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Contractor Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Contractor Confidential Information. Contractor Confidential Information does not include information that (1) is or becomes (other than by disclosure by the City) publicly known; (2) is furnished by Contractor to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in

the 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 Contractor without the obligation of confidentiality, (5) is disclosed with the written consent of Contractor, or; (6) is independently developed by employees or agents of the City who can be shown to have had no access to the Contractor Confidential Information. Subject to subsection (i) and (ii), the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Contractor 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 Contractor 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 Contractor or its employees or agents in the performance of this Agreement that the 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 Contractor's use of such information and any other Work Product that the City designates as confidential, is deemed to be confidential information of the City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by the City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Contractor'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 the 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 Contractor who can be shown to have had no access to the Confidential Information.
- c. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor 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 Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City

Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, and agents of Contractor 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 Contractor 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 Contractor's possession or custody or under its control. Contractor 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 Contractor and related to this Agreement.
- e. Survival. Contractor's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. 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.

15. Changes in Work.

Any changes to the provisions of this Agreement shall be in the form of an amendment. No provision of this Agreement may be amended unless such amendment is executed in writing by authorized representatives of the Parties. If the requirements for

amendment of this Agreement as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Agreement unilaterally, such as extending option years and increasing compensation. An administrative change means a written change that does not affect the substantive rights of the Parties.

The City and Contractor can agree to make changes at any time to the Statement of Work due to changed or extra work in the form of a change order. Only the City Administrator or City's Project Manager may authorize a change order. Failure of Contractor to secure written authorization for a change order shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order, and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work. If the change order would change the Agreement's not-to-exceed amount, the change order must be in the form of an amendment.

16. Errors.

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

17. Disputes.

Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Agreement will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- i. Any dispute between the City and Contractor shall attempt to be resolved by their respective Project Manager or designee.
- ii. If the Project Managers are unable to resolve the dispute within three (3) days of notice of dispute is given by a Party, the dispute shall be referred to the Project Managers' superiors.
- iii. If the dispute cannot be resolved pursuant to subsections (i) or (ii), the parties agree to mediate in a good faith prior to initiating litigation pursuant to Section 23.

18. 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. Unless otherwise set forth in the Agreement, before termination is permitted, the Party seeking termination shall give the other Party written notice via certified mail of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within fifteen (15) days, the Party seeking termination may terminate immediately by giving written notice by certified mail that the Agreement is terminated. If there is an immediate risk of harm to life or property, the City may terminate the Agreement immediately and without regard to the 30-day notice provision.

iii. Contractor shall immediately notify the City in writing upon the occurrence of any event that could reasonably be expected to result in a material adverse change in the financial condition, operations, or business prospects of the Contractor, including but not limited to insolvency, bankruptcy proceedings (whether voluntary or involuntary), appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors.

In the event that the City determines, in its sole discretion, that Contractor's financial condition has materially deteriorated or that any such adverse event has occurred or is reasonably likely to occur, the City shall have the right to terminate this Agreement immediately upon written notice to Contractor, without penalty or further obligation.

19. Remedies and Payment on Early Termination.

i. If the City terminates pursuant to Section 18(i), the City shall pay Contractor 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 18(ii), the City is entitled all remedies available at law or equity. In addition, Contractor shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.

iii. If the Contractor justifiably terminates the Agreement pursuant to 18(ii), Contractor's only remedy is payment for Services performed and accepted by the City prior to the effective date of the termination. No other costs or loss of anticipated profits shall be paid.

iv. If the City's termination under Section 18(ii) was wrongful, the termination shall be automatically converted to one for convenience, and Contractor shall be paid as if the Agreement was terminated under Section 18(i).

v. In the event of early termination, Contractor's Work Product before the date of termination becomes property of the City.

20. Compliance with Applicable Law.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor 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 Contractor's compliance with the applicable provisions in Attachment 1 – Oregon Statutorily Required Contract Provisions, which are incorporated herein by this reference.

21. Records and Audits.

i. Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor 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, or 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.

22. 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 Marion, County, Oregon.

23. Mediation, Trial By Jury, Attorneys' Fees.

i. Should any dispute arise between the Parties to this Agreement that cannot be resolved by Section 17, 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. By mutual agreement, the Parties may waive mediation and proceed with litigation. The waiver shall be in writing and signed by an authorized representative of each Party.

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 attorneys' fees.

v. Any legal proceeding of any nature whatsoever brought by Contractor against the City that asserts a breach of contract, a declaratory judgment proceeding, or any other legal or equitable claim related to, or arising from, the Services performed under this Agreement shall be brought within one (1) year of the date that final payment is made to Contractor, regardless of whether Contractor is aware of the legal claim it might have during that time. If the legal proceeding is not brought within that one (1) year period, Contractor expressly waives any and all claims that are in any way related to the Agreement. For purposes of this subsection, final payment is considered to be made when the City sends a check to Contractor that contains the undisputed balance that is due for all Services performed prior to the expiration or termination of the Agreement. The subsequent payment of minor

amounts to Contractor that constitute less than 2% of the total cost of Services performed, or the payment of claims made pursuant to section 17, shall not affect the date when final payment is considered to have been made.

24. Conflict of Interest.

Contractor 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, Contractor, 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. Contractor understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Contractor 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.

25. Subcontractors.

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

26. Force Majeure.

A "Force Majeure Event" is an exceptional, unforeseeable and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other unforeseeable causes beyond such Party's reasonable control. In the event that either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) calendar days, such nonperformance shall automatically extend the time to complete the Services for a period equal to the duration of such events. Any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) calendar days, the Parties shall negotiate options for mitigate the Force Majeure Event.

27. Security Requirements for Personnel.

If required by the City, Contractor shall conduct a criminal history/records check of all personnel and Contractor's subcontractors' personnel that will have access to City information, systems, or payments, or vulnerable individuals and ensure ongoing security requirements for such personnel are maintained.

28. City Specific Requirements.

THIS SPACE INTENTIONALLY LEFT BLANK

29. General Provisions.

i. Successors and Assigns. Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.

ii. Assignment. Contractor 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. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Agreement that requires the City's prior written consent. If the City agrees to assignment of tasks to a subcontractor, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by the City of any subcontractor nor anything contained in this Agreement shall be deemed to create any contractual relation between them and the City.

iii. Change in Ownership. If, during the term of this Agreement, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Agreement.

iv. 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.

v. No Third-Party Beneficiaries. Contractor and the 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.

vi. 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.

vii. News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Agreement or the Services without the express written approval of the City. Such approval may be withheld in the City's sole discretion.

viii. 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.

ix. 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.

x. 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.

xi. Order of Precedence. Should there be any conflict between the terms of this Agreement and the Contractor's proposed contract terms, scope of work, or any other document provided by the Contractor, this Agreement shall follow the following order of precedence:

Highest Priority: Amendments
 This Agreement
 Change Orders

Exhibit A, Scope of Services
Other Exhibits
The City's Solicitation
Lowest Priority: The Contractor's Proposal

xii. 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.

xiii. 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 Contractor may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.

xiv. 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. This Agreement has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Agreement.

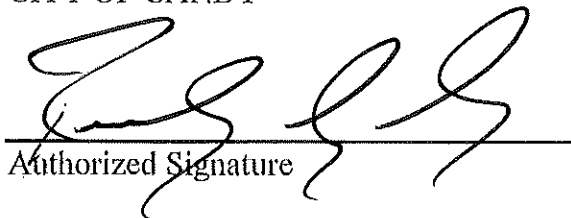
SIGNATURE PAGE

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

SUMMIT STAFFING SOLUTIONS

CITY OF CANBY


Authorized Signature


Authorized Signature

Emily Craft General Manager
Name and Title

Randy Ealy, City Administrator
Randy Ealy, Interim City Administrator

10/3/2025
Date

October 3, 2025
Date

ATTACHMENT 1

Oregon Statutorily Required Public Contracting Provisions

Contractor 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 the solicitation or contract document and the relevant statutory provision. 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 or Services under 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 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.

EXHIBIT A
SCOPE OF SERVICES

SUMMARY

The purpose of this Agreement is for Contractor to provide to the City temporary Lifeguard and Swim Instructor staffing to the Port.

DESCRIPTION OF SERVICES PROVIDED BY CONTRACTOR

- Time is of the essence. Contractor will promptly provide professional, experienced, and trained staff to assist the City with staffing needs as communicated to Contractor by the City.
- Contractor will recruit, screen, interview, hire, and assign staff to the City based on the City's job descriptions, minimum qualifications, and operational requirements.
- Staff assigned to the City by Contractor shall remain, at all times, employees of Contractor but will perform work for the City under the direct supervision of the City.
- For Contractor's employees assigned to the City, Contractor will:
 - Pay, withhold and transmit payroll taxes;
 - Provide unemployment insurance and workers' compensation benefits;
 - Respond to unemployment and workers' compensation claims involving employees;
 - Administer all family and medical leave in accordance with applicable state and federal law;
 - Otherwise comply with all applicable federal, state, and local labor and employment laws; and
 - Receive, schedule, and notify the City of any time-off requests.
- Contractor will ensure that assigned staff meet the City's specified qualifications and comply with all applicable labor and employment laws.
- Work will be performed at the City's designated premises or as otherwise listed in the job description.
- The City will notify Contractor promptly of any changes to work assignments, safety concerns, or other matters impacting the assigned employees.
- The City acknowledges that the use of temporary staffing is designed to address variable workloads. The City will work collaboratively with Contractor to ensure effective workforce management.
- The City will develop and provide job descriptions for all positions to be staffed through Contractor. Any changes to job descriptions or assignments must be approved by Contractor.
- The City will monitor and supervise assigned staff at the City's premises or other designated locations.
- The City will ensure compliance with all applicable workplace safety regulations and provide any necessary job-specific training.
- The City will immediately report any accidents or injuries involving Contractor's

employees to Contractor as required by Contractor's "Customer Reporting Procedures For Injured Summit Employees."

The City will:

- Provide to Contractor formal job descriptions for the positions to be staffed by Contractor and any applicable screening standards and other details necessary for Contractor to evaluate candidates.
- Notify Contractor when job description expectations, environmental conditions, or operational changes occur that may alter the Services to be provided under this Agreement.
- Timely communicate to Contractor any on-the-job incident or injury involving a Contractor employee and any claim of harassment or discrimination made by or against a Contractor employee.
- Instruct Contractor employees assigned to staff the City as to the performance of the Contractor employees' duties. This include instruction on the operation of any proprietary or unique equipment and the safe performance of any technical job tasks and unique conditions that fall outside of the scope of job details that the City provides to Contractor.
- Provide Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site
- Be responsible for its business operations, products, services and intellectual property.
- Restrict employees from operating any vehicle or mobile equipment, entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables without prior Summit approval except as strictly required by the job description provided to Summit.
- Assist with providing records for payroll processes and records management. Specifically, the City will verify timecard entries for all Contractor employees staffed to the City through the signature of a City authorized signer and submit timecards to Contractor in accordance with the
- Maintain a suitable and safe work environment in compliance with all state and federal laws governing occupational health and safety.
- Provide uniforms or equipment required to perform job functions to Contractor employees staffed to the City. Uniforms or equipment remain the property of the City and shall be returned to the City.
- Not advance cash or other valuables to Summit employees

EXHIBIT B
FEE SCHEDULE

POSITION	HOURLY PAY RATE PAID TO CONTRACTOR'S EMPLOYEES BY CONTACTOR	HOURLY BILL RATE INVOICED TO CITY BY CONTRACTOR
Lifeguard	\$15.75	\$22.68
	\$17.75	\$25.56
	\$22.75	\$32.76
Swim Instructor	\$15.75	\$22.68
	\$17.75	\$25.56
	\$22.75	\$32.76

- The City has sole discretion to determine the hourly pay rate for each individual Contractor employee staffed to the City.
- The City may, at its sole discretion and upon ten (10) business days' advance notice to Contractor, change the hourly pay rate for any individual Contractor employee.
- Contractors' ACA Fee is included in the hourly bill rate invoiced to the City by Contractor.
- Contractor's Oregon Sick Leave Fee is included in the hourly bill rate invoiced to the City by Contractor.
- Contractor's hourly bill rate invoiced to the City by Contract includes all Services under this Agreement. Services include, but are not limited to:
 - Verification of eligibility to work in the United States using E-verify.
 - Confirmation of previous work history (a minimum of two references – no negatives)
 - In house pre-employment drug test.
 - Criminal Background Check.
 - Pre-placement orientation that includes review of the job description, physical requirements, confirmation of location, shift (including donning/doffing requirements) and pay scale.
 - All costs normally associated with paying employees including, unemployment, worker's comp, state/federal taxes and required withholdings.
 - Tracking and administration of applicable Sick Leave hours for Summit employees.
 - Administration of OregonSaves retirement program.
 - ACA Benefits tracking and administration for eligible Summit employees.
- There is a minimum 4-hour billing.

FIRST AMENDMENT
to
SUMMIT STAFFING SOLUTIONS PERSONAL SERVICES AGREEMENT

This First Amendment to Personal Services Agreement ("Amendment") is entered into between the City of Canby, ("City") and Summit Staffing Solutions, Inc., a domestic business corporation of the state of Oregon ("Consultant").

RECITALS

The parties entered into a Personal Services Agreement ("Agreement") whereby Contractor agreed to provide the City with certain services as set forth in the Agreement. Although the initial Agreement compensation was set as not to exceed \$25,000, the Parties agree the costs within the term are likely to exceed initial amount prior to reaching its full term. The Parties now desire to amend the Agreement to increase the Agreement compensation to thirty-one thousand, two hundred and fifty dollars (\$31,250.00). The Parties desire and intend all other terms and conditions of the Agreement to remain in full force and effect.

TERMS

1. The Amendment to Agreement. The first paragraph of Section 4 of the Agreement is hereby as follows:

The City agrees to pay Contractor in accordance with the Fee Schedule, which is attached to this Agreement as Exhibit B and incorporated herein by this reference, for satisfactory completion of all Services. However, in no event will the total cost of the Services exceed thirty-one thousand and two hundred and fifty dollars (\$31,250.00) without the City's prior written approval. Upon satisfactory completion by Contractor and City's acceptance of any tasks, milestones, or other deliverables described in Exhibit A, City agrees to pay Contractor at the times and in the amount(s) set forth in this Agreement.

2. Interpretation; Remaining Terms. From and after the Effective Date of this amendment, "Agreement" means the original Agreement as amended by this amendment. Except as expressly modified by the terms and conditions of this Amendment, the Parties ratify and confirm each of the terms and conditions of the Agreement which, the Parties acknowledge and agree, remains in full force and effect. In case of conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall apply.

ATTACHMENT 2
Second Amendment to Summit Staffing Services Agreement

IN WITNESS WHEREOF, the Parties have executed this Amendment intending it to be effective as of the date last set forth below (the "Effective Date").

CITY OF CANBY, OREGON

By: 

Print Name: RANDY EALY

Title: INT. CITY ADMIN

Date: 12-9-25

CONSULTANT

By: 

Print Name: Sierra Freund-Chaudhary

Title: Project Manager/Staffing Coordinator

Date: 12/3/25



CITY COUNCIL Staff Report

Meeting Date: 1/7/2026

To: The Honorable Mayor Hodson & City Council
Thru: Randy Ealy, Interim City Administrator
From: Jamie Stickel, Economic Development Director
Agenda Item: Consider **Resolution No. 1450**: A Resolution of the City Council Of The City Of Canby, Oregon, Setting Fees For Services; And Repealing Resolution No. 1437.

Summary

The City Council will consider a Resolution adopting changes to the Master Fee Schedule for the City of Canby.

Background

At the previous year's Budget Committee meeting, the Committee discussed the various fees associated with City-sponsored events held throughout the year. At that time, vendor agreements had already been executed under the existing fee structure. The current timing of the proposed fee adjustments is best, as they are being considered at the beginning of the event season, allowing for clear communication and a streamlined vendor registration process. In response to the Committee's direction, staff conducted a comprehensive review of all event-related fees to evaluate opportunities for adjustment in alignment with current market conditions, while continuing to support and prioritize local businesses.

This Resolution reflects the City's intent to adopt the proposed FY 2025–2026 Economic Development fee increases. Many of the event-related fees have remained unchanged for several years, despite rising operational costs. Additionally, the value of participation in these events has continued to increase for vendors and other participants, supporting the proposed adjustments. The proposed fee changes are intended to ensure the long-term sustainability and quality of City-sponsored events while maintaining fair and competitive pricing.

Discussion

Staff proposed the following changes under Economic Development fee increases effective January 7, 2026. Attached to Resolution No. 1450 is "Exhibit A" summarizing the proposed fee changes, "Exhibit B" showing a comparison of current fees versus proposed fees and "Exhibit C" reflects the new schedule effective as noted herein if all changes are adopted.

Attachments

Resolution No. 1450
Exhibits A, B, and C

Fiscal Impact

By adopting the updated Master Fee Schedule, the City will once again be demonstrating its desire to continue toward creating a sustainable budget by matching fees with the cost of producing services.

Options

1. Approve Resolution No. 1450.
2. Do not approve Resolution No. 1450.

Proposed Motion

"I move to adopt **Resolution No. 1450**, A Resolution of the City Council of the City of Canby, Oregon, Setting Fees for Services; and Repealing Resolution No. 1437."

RESOLUTION NO. 1450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CANBY, OREGON, SETTING FEES FOR SERVICES; AND REPEALING RESOLUTION NO. 1437

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

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

WHEREAS, the Canby City Council held a public hearing on January 7, 2026, to receive public testimony regarding the proposed fee increases;

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

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

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

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

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

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

This resolution shall take effect on January 7, 2026.

ADOPTED this 7th day of January, 2026, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

CITY OF CANBY FY2026 MASTER FEE SCHEDULE EXHIBIT "A"

[illegible]

EXHIBIT "B"

Department	Fee Description	Current Amount FY2025	Proposed Amount FY2026	Authority	Effective Date	Last date change	Proposed change
Main Street							
Main Street	Canby Independence Day Celebration Vendor Fees						
Main Street	Local Food Vendor Application						
Main Street	Early Bird (Before April 10)	\$125	\$150.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Regular Rate (April 11 - May 15)	\$175	\$200.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Advanced Rate (May 16-June 12)	\$250		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Final Rate (After June 13)	\$500	\$400.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Outside City Limits Food Vendor Application						
Main Street	Early Bird (Before April 10)		\$200.00		1/7/2026		New Fee
Main Street	Regular Rate (April 11 - May 15)		\$250.00		1/7/2026		New Fee
Main Street	Advanced Rate (May 16 - June 12)		\$300.00		1/7/2026		New Fee
Main Street	Final Rate (After June 13)		\$500.00		1/7/2026		New Fee
Main Street	Specific Location	\$50 (extra)		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Electricity	\$25 (per outlet)	\$50.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Beer/Wine Garden Vendor Application	10% of total sales	\$250 or 15% of total sales (whichever is greater)	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Local Arts/Crafts Vendor Application						
Main Street	Early Rate (Until April 10)	\$45	\$50.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Regular Rate (After April 11)	\$65	\$75.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Specific Location	\$50 (extra)		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Outside City Limits Arts/Crafts						
Main Street	Early Rate (Until April 10)	\$65	\$75.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Regular Rate (After April 11)	\$85	\$100.00	Res 1437	7/1/2025	1/20/2016	New Amount
Main Street	Specific Location	\$50 (extra)		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Commercial Vendor						
Main Street	Early Rate (Until April 10)		\$100.00		1/7/2026		New Fee
Main Street	Regular Rate (After April 11)		\$125.00		1/7/2026		New Fee
Main Street	Late Rate (After May 29)		\$150.00		1/7/2026		New Fee
Main Street	Parade Fee (Campaigns/Businesses)	\$25	\$50.00	Res 1437	1/7/2026	1/20/2016	New Amount
Main Street	Tie-dyed Shirts	\$5		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Car Show	\$20		Res 1437	7/1/2025	7/1/2024	no change
Main Street							
Main Street	Canby's Big Weekend Street Dance Vendor Fees						
Main Street	Food Vendor Application	\$50		Res 1437	7/1/2025	1/20/2016	no change
Main Street	Beer/Wine Garden Vendor Application	\$250 or 15% of total sales (whichever is greater)		Res 1437	7/1/2025	1/20/2016	no change
Main Street							
Main Street	First Thursday Night Market Vendor Fees						
Main Street	Commercial Vendor Single Event Fee		\$25.00		1/7/2026		New Fee
Main Street	Commercial Vendor Year Event Fee		\$200.00		1/7/2026		New Fee



CITY OF CANBY

MASTER FEE SCHEDULE

Effective 1/7/2026
Resolution No. 1450

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General Fees

• Staff Rates for all Departments	Twice the hourly rate for Step 1 of the position
• Photocopies or Printouts-Black and White, sizes to 8 1/2 x 14, single or double-sided	25¢ per sheet
• Photocopies or Printouts-Color, sizes to 8 1/2 x 14, single or double-sided	75¢ per sheet
• Photocopies or Printouts-Black and White, size 11x17, single sided only	\$1.00 per sheet
• Photocopies or Printouts-Color, size 11x17, single sided only	\$1.25 per sheet
• Records on CD/DVD/USB	\$10 plus staff time
• Public Records	Staff rate + materials costs (first 30 minutes no charge)
• Public Records-Faxing	50¢ per page sent
• Public Records-Mailing costs	Postage + \$1.00 handling fee
• Returned check fee	\$25
• Returned Electronic Payment Fee	\$15
• Electronic Lien Search fee	\$35
• License/Permit/Certificate replacement fee	\$10

Administration Fees

• Business License-Annual	\$100
• Business License-Past Due	\$10 per month up to \$50
• Business License-Transfer or Assign	\$50
• Business Closure Without Notifying City	\$20
• Operating a Business without a License Penalty	\$100
• Liquor License Application New	\$100
• Liquor License Change of Ownership, Location, or Privilege	\$75
• Small Animal Permit	\$10
• Noise Variance fee	\$75
• Franchise Application and Review Fee-Telecommunications	Actual expenses (requires \$2,000 deposit)
• Registration Application Fee-Telecommunications Providers	\$100
• Annual Registration Fee-Telecommunications Providers	4% of gross revenues
• Right-of-Way Use Fee-Telecommunications Providers	\$2 per linear foot occupied (if no revenues earned in City)
• Franchise Fees-Telecommunications	7% gross revenue
• Franchise Fees-Cable	5% gross revenue
• Franchise Fees-Natural Gas	5% gross revenue
• Franchise Fees-Telephone	7% gross revenue
• Franchise Fees-Solid Waste	5% gross revenue
• In-lieu of Franchise Fees-Water/ Electric	5% of commodity sales
• In-lieu of Franchise Fees-Wastewater/ Stormwater	7% of service charge collected
• Transient Room Tax	6%

Main Street Fees

Canby Independence Day Celebration Vendor Fees

- Local Food Vendor Application
 - Early Bird (Before April 10) \$150
 - Regular Rate (April 11 - May 15) \$200
 - Advanced Rate (May 16 – June 12) \$250
 - Final Rate (After June 13) \$400
 - Specific Location \$50 (extra)
 - Electricity \$50
- Outside City Limits Food Vendor Application
 - Early Bird (Before April 10) \$200
 - Regular Rate (April 11 - May 15) \$250
 - Advanced Rate (May 16 – June 12) \$300
 - Final Rate (After June 13) \$500
 - Specific Location \$50 (extra)
 - Electricity \$50
- Beer/Wine Garden Vendor Application \$250 or 15% of total sales (whichever is greater)
- Local Arts/Crafts Vendor Application
 - Early Rate (Until April 10) \$50
 - Regular Rate (After April 11) \$75
 - Specific Location \$50 (extra)
- Outside City Limits Arts/Crafts
 - Early Rate (Until April 10) \$75
 - Regular Rate (After April 11) \$85
 - Specific Location \$50 (extra)
- Commercial Vendor
 - Early Rate (Until April 10) \$100
 - Regular Rate (After April 11) \$125
 - Late Rate (After May 29) \$150
- Parade Fee (Campaigns/Businesses) \$50
- Tie-dyed Shirts \$5
- Car Show \$20

Canby's Big Weekend Street Dance Vendor Fees

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

First Thursday Night Market Vendor Fees

- Commercial Vendor Single Event Fee \$25
- Commercial Vendor Year Event Fee \$200

Canby Area Transit Fees

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

Police Fees

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

Court Fees

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

Library Fees

- Library Cards

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

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

- Overdue Items

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

- Lost or Damaged Items

- Books (Missing book jacket) Cost of material as indicated in the library's database \$3
- CD Audiobooks
 - Disc \$7.95 per disc
 - CD case \$3
- DVDs
 - DVD case \$3
- Music CDs
 - Case \$2
- Children's Kits Cost of each component as listed in the item record
- RFID Labels
 - Stingray Label \$1
 - Missing Barcodes \$1
- Laptops Replacement cost of the item
- Headphones Replacement cost of the item
- USB hub Replacement cost of the item
- Mouse Replacement cost of the item
- Library of Things items Replacement cost of the item

- Copying and Printing

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

Park Fees

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

Swim Center Fees

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

Cemetery Fees

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

Utility Fees

Street Maintenance Fee

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

Park Maintenance Fee

- Residential and Multi-family \$6.49 per dwelling unit per month
- Residential reduced rate (must meet criteria to qualify) \$3.25 per dwelling unit per month
- Commercial and Industrial \$6.49 per utility account per month

Sewer and Stormwater Fees

- Combined Sewer/Stormwater Rates (monthly):
 - Residential Single Family \$46.20
 - Residential, apartment, per unit \$46.20
 - Mobile home \$46.20
 - Reduced Sewer Rate (must meet criteria to qualify) \$32.92
 - Elementary school, per student \$1.82
 - Middle & High school, per student \$2.41
 - Transient housing (1st unit) \$46.20
 - Each additional bed \$24.26
 - Nursing home (1st two beds) \$46.20
 - Each additional bed \$24.26
 - Commercial retail, minimum \$46.20
 - per 100 cf of water use Nov-Mar \$5.78
 - Commercial government, minimum \$46.20
 - per 100 cf of water use Dec & Jan \$5.78
 - Industrial, minimum \$46.20
 - per 100 cf of water use \$5.78
- Late fee \$10 per month after 45 days delinquent
- Landlord Tenant Agreement Setup Fee \$25
- Delinquent Account Certification Fee \$50
- Sanitary Sewer Extra Strength Charges BOD and TSS
 - BOD
 - Concentration 0 to 300 mg/L Included in Base
 - Concentration 301 to 600 mg/L \$2.12 per pound
 - Concentration 601 to 1200 mg/L \$4.24 per pound
 - Concentration greater than 1200 mg/L * \$4.24 per pound
 - *City may require discharger to install pretreatment equipment
 - TSS
 - Concentration 0 to 300 mg/L Included in Base
 - Concentration 301 to 600 mg/L \$2.22 per pound

Utility Fees (Continued)

• Concentration 601 to 1200 mg/L	\$4.44 per pound
• Concentration greater than 1200 mg/L	* 4.44 per pound
*City may require discharger to install pretreatment equipment	
• Industrial Pretreatment Program Fees	
○ Industrial Wastewater Discharge Permit	\$5,000
○ Industrial Wastewater Discharge Renewal	\$2,500
○ Industrial Wastewater Discharge Permit application review	\$75/hour
○ Industrial Wastewater Discharge Permit Modification	\$75/hour
○ Annual Pretreatment Program Inspection & Monitoring	\$1,687.50
○ Annual F.O.G. (Fats, Oils & Grease) Program	\$337.50
○ Failure to Maintain Grease Control Equipment	Economic Benefit x 2
○ Sampling & Analysis – As compliance sampling and analysis occurs.	
These fees are equal to laboratory costs.	Actual Cost

Public Works Fees

• Public Works Labor Rate	Staff Rate
• Fleet Services Labor Rate	Staff Rate
• Equipment Rates (does not include operator, see staff rate):	
○ Vactor Truck	\$85 per hour
○ Street Sweeper	\$80 per hour
○ TV Van	\$75 per hour
○ High Ranger	\$40 per hour
○ Dump Truck	\$65 per hour
○ Backhoe	\$35 per hour
○ Pickup truck	\$15 per hour
• Street Closure Request	\$100 (waived for non-profits)
• Railroad Parking Lot Event Fee	\$50 (waived for non-profits)
• Metal Street Barricade Delivery Fee	\$400 (waived for non-profits)
• Map Copying and Research on Easements	staff rate + printing charge
• Banner Installation	\$100
• Grant Street Arch Banner Installation & Removal	\$220
• Inspections for Construction Projects (Development/Capital)	Greater of 2.5% of final construction estimate or \$560
• Work-in-Right of Way Permit/ Street Excavation (Construction)	\$125
• Work in Right-of-Way Permit Fee without street excavation	\$75
• Driveway Return, Street Curb or Public Sidewalk Construction Inspection Fee	\$100
• Driveway Return, Street Curb or Public Sidewalk Re-Inspection Fee	\$75
• Street Tree Fees for New Development	\$250 per tree, incl. planting & 1-year maintenance
• Street Signs: New and Replacements	Charge shall be determined based on state contract for similar commodity, quoted at time of request
• Design Exception	\$100
• Encroachment Application Permit Fee	\$50

• Building Number Installation Charge	\$50
Public Works Fees (Continued)	
• Advance Finance Public Improvement Application Fee	\$150
• Street Tree Removal Permit	\$25
• Sewer Tap Fee (on-site connection)	\$100
• House Move Permit	\$50
• Erosion Control	Base Rate, to 4 inspections
○ Single Family	\$240
○ Duplex	\$300
○ Triplex	\$360
○ Single Family Additions (disturbing < 500 sq. ft.)	\$240
	Base Rate, to 8 inspections
○ All Other Lots (Up to 1 acre)	\$500
• Each additional acre	\$85
• Each additional inspection	\$60
• Violations	\$1,000 per occurrence and \$250 per day if not corrected

System Development Charges

Park SDC's

• Single Family	\$7,784 per dwelling unit
• Multi-Family	\$8,068 per dwelling unit
• Manufactured Housing	\$6,645 per dwelling unit
• Non-Residential	\$628 per employee

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

Divide the total sq. ft. of building space by the number of sq. ft. per employee from below, then multiply by the current Parks SDC fee of \$628 (Example: 25,000 SF/700 (Manufacturing-General) = 35.7 x \$628 = \$22,419.60 SDC)

• Manufacturing:	Square Feet per Employee
○ General	\$700
○ Food Related	\$775
○ Textile, Apparel	\$575
○ Lumber, Wood Products	\$560
○ Paper & Related	\$1,400
○ Printing & Publishing	\$600
○ Chemicals, Petrol, Rubber, Plastics	\$850
○ Cement, Stone, Clay, Glass	\$800
○ Furniture & Furnishings	\$600
○ Primary Metals	\$1,000
○ Secondary Metals	\$800
○ Non-Electrical Machinery	\$600
○ Electrical Machinery	\$375
○ Electrical Design	\$325
○ Transportation Equipment	\$500
○ Other	\$400
• Warehousing:	
○ Storage	\$20,000
○ Distribution	\$2,500
○ Trucking	\$1,500
○ Communications	\$250
○ Utilities	\$225

• Wholesale Trade:	
○ Durable Goods	\$1,000
○ Non-Durable Goods	\$1,150
• Retail:	
○ General	\$700
○ Hardware	\$1,000
○ Food Stores	\$675
○ Restaurant/Bar	\$225
○ Appliance/Furniture	\$1,000
○ Auto Dealership	\$650
○ Gas/Station - Gas Only	\$300
○ Gas/Station - Gas & Service	\$400
○ Regional Shopping Center	\$600
• Services:	
○ Hotel/Motel	\$1,500
○ Health Services - Hospital	\$500
○ Health Services - Clinic	\$350
○ Educational	\$1,300
○ Cinema	\$1,100
○ Personal Services - Office	\$600
○ Government Administration	\$300
○ Finance, Insurance, Real Estate, Business Services- Office	\$350

Sanitary Sewer SDC's

• Single-Family Residential SDC	\$3,816 per Dwelling Unit
• Multi-Family Residential SDC	\$3,051 per Dwelling Unit
• Commercial/industrial SDC Based on Wastewater Flow	\$3,816

(Formula = Average Daily Volume of Wastewater Discharge / 155 Gallons Per Day x SDC)

Stormwater and Transportation SDC's

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

Abbreviations

TSFGFA - Thousand Square Feet Gross Floor Area

TSFGLA - Thousand Square Feet Gross Leasable Area

VFP - Vehicle Fueling Position

	Stormwater	Transportation	Per
• RESIDENTIAL			
○ 210 Single Family Dwelling / ELNDT 9.52	\$332	\$4,612	Dwelling Unit
○ 220 Multifamily / ELNDT 6.7	\$235	\$3,229	Dwelling Unit
○ 230 Condo/Townhouse / ELDNT 4.93	\$172	\$2,539	Dwelling Unit
○ 240 Mobile Home Park / ELDNT 3.54	\$124	\$2,436	Dwelling Unit
○ 254 Assisted Living / ELDNT 3.87	\$93	\$1,278	Dwelling Unit
• SELECTED LAND USES			
○ 110 General Light Industrial / ELNDT 7.0	\$244	\$3,364	TSFGFA
○ 120 General Heavy Industrial / ELNDT 1.5	\$52	\$723	TSFGFA
○ 130 Industrial Park / ELNDT 6.83	\$238	\$2,673	TSFGFA
○ 140 Manufacturing / ELDNT 3.82	\$134	\$1,512	TSFGFA
○ 150 Warehouse / ELNDT 5.0	\$175	\$2,396	TSFGFA
○ 151 Mini-Warehouse / ELNDT 2.5	\$88	\$1,205	TSFGFA

○ 160 Data Center / ELDNT .99	\$36	\$504	TSFGFA
○ 310 Hotel / ELDNT 7.67	\$268	\$3,921	Room
○ 320 Motel / ELDNT 7.83	\$274	\$2,822	Room
○ 430 Golf Course / ELDNT 4.78	\$166	\$4,075	Acre
○ 444 Movie Theater w/ Matinee / ELDNT 16.37	\$571	\$111,992	Screen
○ 492 Health/Fitness Club / ELDNT 2.85	\$100	\$11,196	TSFGFA
○ 520 Elementary School (Public) / ELNDT 0.5	\$17	\$249	Student
○ 522 Middle/Jr High School / ELDNT 8.68	\$303	\$748	Student
○ 530 High School / ELDNT 8.12	\$283	\$701	Student
○ 560 Church / ELNDT 6.8	\$236	\$3,294	TSFGFA
○ 565 Day Care Center/Preschool / ELNDT 1.8	\$63	\$864	Student
○ 620 Nursing Home / ELDNT 3.87	\$136	\$2,515	Bed
○ 630 Clinic / ELNDT 33.4	\$1,165	\$16,066	TSFGFA
○ 710 General Office Building / ELNDT 11.0	\$383	\$5,307	TSFGFA
○ 720 Medical-Dental Office Building / ELNDT 36.1	\$1,259	\$17,412	TSFGFA
○ 750 Office Park / ELDNT 9.7	\$338	\$4,247	TSFGFA
○ 770 Business Park / ELDNT 10.57	\$369	\$4,721	TSFGFA
○ 812 Building Materials/Lumber Store / ELDNT 32.17	\$1,121	\$16,150	TSFGFA
○ 814 Specialty Retail Center / ELNDT 16.4	\$572	\$7,894	TSFGFA
○ 815 Free Standing Discount Store / ELDNT 17.1	\$596	\$3,560	TSFGLA
○ 820 Shopping Center / ELDNT 15.9	\$554	\$7,648	TSFGLA
○ 841 Auto Sales / ELDNT 35.75	\$1,246	\$16,803	TSFGFA
○ 848 Tire Store / ELDNT 10.74	\$375	\$4,681	TSFGFA
○ 850 Supermarket / ELDNT 54.9	\$1,914	\$26,489	TSFGFA
○ 853 Convenience Market / ELDNT 120.9	\$4,215	\$58,254	TSFGFA
○ 862 Home Improvement Super Store / ELDNT 7.51	\$262	\$3,094	TSFGFA
○ 880 Pharmacy/Drugstore / ELDNT 38.6	\$1,344	\$18,594	TSFGFA
○ 881 Pharm/Drug w/ Drive Through / ELDNT 17.29	\$602	\$5,862	TSFGFA
○ 890 Furniture Store / ELDNT 2.4	\$83	\$256	TSFGFA
○ 911 Bank/Savings: Walk-in / ELDNT 69.7	\$2,430	\$33,573	TSFGFA
○ 912 Drive in Bank / ELDNT 31.4	\$1,096	\$2,515	TSFGFA
○ 925 Drinking Place / ELDNT 4.42	\$153	\$51,771	TSFGFA
○ 931 Quality Restaurant / ELDNT 25.7	\$896	\$12,354	TSFGFA
○ 932 High Turnover Sit Down Restaurant / ELDNT36.23	\$1,263	\$5,212	TSFGFA
○ 934 Fast Food Restaurant / ELDNT 106.7	\$3,720	\$51,405	TSFGFA
○ 938 Coffee/Donut Drive Through / ELDNT 243	\$8,471	\$13,755	TSFGFA
○ 942 Automobile Care Center / ELDNT 14.8	\$516	\$6,896	TSFGFA
○ 943 Auto Parts / ELDNT 1.52	\$54	\$5,339	TSFGLA
○ 944 Gasoline/Service Station / ELDNT 30.4	\$991	\$14,999	VFP
○ 945 Gas/Service Station w/ Market / ELDNT 17.9	\$624	\$615	VFP
○ 946 Gas/Service Station w Car Wash / ELDNT 17.9	\$613	\$1,744	VFP

Planning Fees

• Addressing Fees (New or Change Of)	\$125 Base Fee Plus \$10 per lot or parcel above 1
• Addressing (Prior to Recorded Plat)	\$250 Base Fee Plus \$10 per lot or parcel above 1
• Annexations without a Development Concept Plan (DCP)	
○ Less than 1 Acre	\$4,400 - (Base Fee)
○ 1 – 10 Acres	Plus \$175 per Acre or fraction thereof
○ 10.1 + Acres	Plus \$150 per Acre or a fraction thereof
• Annexations with a Development Concept Plan (DCP)	
○ Less than 1 Acre	\$7,300 – (Base Fee)
○ 1 – 10 Acres	Plus \$175 per Acre or fraction thereof
○ 10.1 + Acres	Plus \$150 per Acre or fraction thereof
• Appeals	
○ Type I & Type II Land Use Decision (refunded if appellant prevails at the hearing)	\$500
○ Type III Land Use Decision	\$2,000
• Building Permit Site Plan Review	
○ Single Family House	\$275 per application
○ Duplex (including conversions of single family to duplex)	\$275 per application
○ Non-Living Space addition (garage, carport, porch, etc)	\$175 per application
○ Living Space Expansion/Addition	\$200 Plus SDC's, if applicable
○ Accessory Dwelling Unit (ADU)	\$225 Plus SDC's, if applicable
○ Multifamily	\$300 Base Fee Plus \$60 per unit Over 4
○ Demolitions (Residential)	\$175
○ Demolitions (Commercial or Industrial)	\$350
○ Residential or Commercial tenant improvements and remodels not involving additional square footage or exterior alterations of the structure	\$125
○ Signs	\$200 (\$50 for each additional sign)
○ Existing Wireless Telecommunications System Facility/Tower Modification	\$500
○ Small Cell Wireless Deployment in the Right-of-Way	\$200 per location plus 2 hours charged at engineering review rate
○ All other commercial and industrial site plan review:	
• 0 to 2,000 square feet	\$700
• 2,001 to 5,000 square feet	\$900
• 5,001 to 10,000 square feet	\$1,100
• 10,001 to 50,000 square feet	\$1,400
• 50,001 to 100,000 square feet	\$1,800
• 100,001 square feet and up	\$2,000

• Comprehensive Plan Amendment	
○ Legislative Text	\$7,500
○ Legislative or Quasi-Judicial Map	\$6,500
• Conditional Use Permit	\$3,800
• Construction Excise Tax (not subject to annual CPI-U increase)	\$1 per sq. ft. per residential dwelling unit
• Final Plat Review	
○ Property Line Adjustment/Lot Consolidation	\$500
○ Partition – Up to 3 lots	\$775
○ Subdivision – 4 or more lots	\$1,500
• Food Cart Pods	\$2,000
• Food Cart Pod Modification	\$1,000
• Hardship	\$125
• House Move	\$150 per hour of Staff Time
• Interpretation of Development Code by Planning Director	\$1,500
• Appeal of Written Director’s Interpretation to the Planning Commission	\$2,500
• Mandatory Adjustment (SB 1537)	\$750 per type of adjustment
• Measure 56 Notice	\$750 for up to 250 notices, \$3 per notice above 250
• Mobile Food Vendor	\$175
• Mobile Food Vendor – Renewal in Same Location	\$100
• Modification to approved applications – Minor	\$600
• Modification to approved applications – Intermediate	\$2,500
• Modification to approved applications – Major	\$3,100 + Staff Time over 20hrs
• Modification to a Development Concept Plan	\$5,000
• Non-Conforming Uses	
○ Verification of Use	\$775
○ Alteration or Expansion of Use	\$1,500
• Property Line Adjustment	\$850
• Parking Lot/Paving Projects	\$310
• Partition	\$2,500
• Planned Unit Development (PUD)	\$3,500
• Pre-Application Conference	
○ Type II	\$800
○ Types III or IV	\$1,500
○ Written meeting minutes	\$300
• Preconstruction Conference	\$1,500
○ Link to video recording of the pre-application conference (available upon request)	\$0
○ Written meeting minutes	\$300
• Public Improvement Engineering Plan Review Fee	
<u>Public Improvement Estimated Cost</u>	
○ \$50,000 or less	\$2,000
○ \$50,001 to \$150,000	\$2,000 for the first \$50,000, + .04 x the amount over \$50,000

○ \$150,001 to \$500,000	\$6,000 for the first \$150,000 + .03 x the amount over \$150,000
○ \$500,001 to \$1,000,000	\$16,500 for the first \$500,000 + .02 the amount over \$500,000
○ \$1,000,001 and up	\$26,500 for the first \$1,000,000 + .01 the amount over \$1,000,000 to a maximum of \$30,000
• Right-of-Way Vacation Fee	\$2,500
• Sidewalk Café Annual Permit**	\$50
• Sidewalk Café Annual Right of Way Rental**	\$2
• Site and Design Review (Type II)	\$2,400 plus 0.02 of project cost max \$20,000
• Site and Design Review (Type III)	\$4,600 plus 0.02 of project cost max \$25,000
• Site Plan Development Engineering Plan Review Fee***	
○ Up to 0.25 Acres	\$1,000
○ Over 0.25 up to 2 Acres	\$1,250
○ Over 2 up to 5 Acres	\$1,750
○ Over 5 up to 8 Acres	\$2,250
○ Over 8 Acres	\$2,750
• Hourly rates for research or review not covered by other listed fees	
○ Planning Staff	\$150 per hour
○ Consulting Engineer	\$200 per hour
○ Consulting Attorney	Applicant pays actual cost (Estimate provided upon request)
• Subdivision – 4 or more lots	\$4,500 + \$150 per lot
• Temporary Vendor Permit	\$200 (\$100 for nonprofit)
• Temporary Vendor Permit Renewal	\$100 (\$50 for nonprofit)
• Transportation Review	
○ Traffic Engineering Scope	\$1,000 deposit
○ Exception application for access management plan (16.46.070.B)	\$750
○ Traffic Analysis Letter	Applicant pays actual cost
○ Transportation Impact Statement	Applicant pays actual cost
• Variance	
○ Major	\$5,700
○ Minor Setback	\$2,000
○ Minor Sign	\$600
• Withdrawal of Territory	
○ <1 Acre	\$3,100
○ 1-10 Acres	\$80
○ 11-50 Acres	\$50
○ 51 + Acres	\$10
• Zoning Letter	
○ Basic, includes LUCS and DMV Location Review (zone and use verification)	\$220
○ Expansive (Conformance research)	\$1,000

- Zoning Map Amendment \$4,000
- Zoning Text Amendment \$5,500

NOTES:

All SDCs are calculated and charged separately
 Planning Fees are subject to annual increases
 based on the CPI-U, except the Construction Excise
 Tax

* Fee collected with Pre-Construction submittal.
 Includes the following Right of Way infrastructure:
 Street Pavement, Curbs, Driveway Returns, Sewer,
 Storm Drainage, Sidewalks and Street Trees.

** Program is run and regulated by Canby
 Economic Department

*** Fee collected with initial land use application

Building Fees

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

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

WORK SESSION PRIORITIES
Immediate – December 2025/January 2026

- YMCA Field Trip
- Budget Forecast (1-3 years)
- Charter Changes (Multi Votes?)
- City Administrator Recruitment
- Closing Urban Renewal Agency

WORK SESSION PRIORITIES
Near – January/February/March

- Parks & Rec
- Hotel/Motel
- Revenue Options
- City Administrator Evaluations
- Sidewalk Program
- SDC Updates
- Comp Plan



City Council Goals & Objectives 2025 - 2027

PROMOTE FINANCIAL STABILITY

- Consider Updates to the City Charter
- Finalize the Transition of the Current Urban Renewal District Expenses
- Address Declining Revenues for Current Transit Operations; Create Sustainable Budget
- Determine the Future of the Former Canby Adult Center Building
- Develop a Plan to Fund Current and Expanded Library Services
- Adjust System Development Charges (SDCs)

ALIGN RESOURCES TO ADDRESS FUTURE COMMUNITY GROWTH

- Complete the Housing Production Strategy
- Evaluate Options for Recruiting a Hotel Developer
- Complete Comprehensive Plan Update
- Discuss Future Urban Renewal District Options to Support New Economic Development and Parks Opportunities in Conjunction with UGB Expansion
- Develop an Economic Development Strategy in Conjunction with UGB Expansion
- Complete UGB Expansion Process
- Complete Development Code Update

PLAN A TRANSPORTATION SYSTEM THAT EASES THE IMPACTS OF GROWTH

- Receive Recommendation from Street Maintenance Fee Task Force and Update Fees
- Develop Cost Estimate for the Half Street Safety Improvements on S Pine Street and S Township Road
- Complete S Ivy Street and N Pine Street Integration Projects to Bring County Roads into Local Transportation System
- Update Downtown Parking District Master Plan
- Identify Option for Location and Funding of the Transit Operations Center
- Finalize Design and Complete Walnut Street Extension Project
- Evaluate Next Phase of Transit Services with Cost Estimate and Explore Funding Options
- Identify County Roads in Future Urban Growth Boundary and Determine Cost Impact of Integration into the Local Transportation System

DEVELOP A MORE ROBUST PARKS + RECREATION PROGRAM ALIGNED WITH THE PARKS MASTER PLAN

- Evaluate and Determine Funding Options for Parks and Recreation Projects
- Evaluate and Determine a Future Parks and Recreation Sustainable Management Structure
- Evaluate and Implement the Parks Master Plan Structure

ENHANCE ENGAGEMENT AND COMMUNICATIONS THAT REPRESENTS BROAD PERSPECTIVES

- Update Council Policies and Guidelines
- Adopt and Implement Communications Plan
- Increase Opportunities for City Council to Engage with the Community
- Implement the Emergency Management Operations Plan
- Identify Community Partners to Develop a City-Wide Community Calendar
- Update Policies and Guidelines for Boards and Commissions
- Create and Recruit Youth Positions for all Boards and Commissions