



# City of Durham

17160 SW Upper Boones Ferry Rd.  
Durham, Oregon, 97224

Jordan Parente - City Administrator

phone: 503.639.6851

e-mail: [cityofdurham@comcast.net](mailto:cityofdurham@comcast.net)

website: [www.durham-oregon.us](http://www.durham-oregon.us)

Wyatt Bean - Administrative Assistant

## CITY COUNCIL AGENDA

*Durham City Hall: Tuesday, May 26<sup>th</sup>, 2026, 7:30 p.m.*

- A. ➤ OPEN REGULAR COUNCIL MEETING at 7:30 p.m.**
- B. ROLL CALL OF COUNCIL MEMBERS**  
(Mayor Joshua Drake, Council President: Leslie Gifford, Councilors Gary Paul, David Streicher and Sean Lee)
- C. COUNCIL MINUTES** - Council will consider adopting March 24, 2026, and April 28<sup>th</sup>, 2026, City Council meeting minutes (pages 1-10)
- D. CALENDAR OF MEETINGS & EVENTS**
- Tuesday June 9<sup>th</sup>, 2026, Regular Meeting of the Planning Commission at 7:00 p.m.
  - Tuesday June 23<sup>rd</sup>, 2026, Regular Meeting of the City Council at 7:30 p.m.
- E. PUBLIC FORUM**  
For matters not appearing elsewhere on the agenda. Matters requiring further investigation or detailed answers will be referred to City Staff for follow-up at a future meeting. Please limit your comments to no more than three (3) minutes.
- F. TVF&R PRESENTATION BY CHIEF SMITH**
- G. FIRST READING OF ORDINANCE 275-26, AN ORDINANCE OF THE CITY OF DURHAM, OREGON ADOPTING BUILDING CODE PROVISIONS FOR APPLICATION WITHIN THE CITY OF DURHAM AND REPEALING ORDINANCE 271-25, AND DECLARING AN EMERGENCY** (pages 11-23)  
*Motion Required*
- H. SECOND READING OF ORDINANCE 274-26: AN ORDINANCE PROVIDING FOR LICENSING OF TRADES, SHOPS, OCCUPATIONS, PROFESSIONS, AND BUSINESSES FOR THE PURPOSES OF REVENUE AND REGULATION; PROVIDING THE METHOD OF ISSUING LICENSES; PROVIDING PENALTIES; AND REPEALING ORDINANCE 201-00 & 217-04** (pages 24-36)  
*Motion Required*
- I. SECOND READING OF ORDINANCE 275-26, AN ORDINANCE OF THE CITY OF DURHAM ADOPTING BUILDING CODE PROVISIONS FOR APPLICATION WITHIN THE CITY AND REPEALING ORDINANCE 271-25, AND DECLARING AN EMERGENCY**  
*Motion Required*
- J. RESOLUTION 697-26; A RESOLUTION OF THE DURHAM CITY COUNCIL, ADOPTING BUILDING CODES STANDARDS FOR THE CITY OF DURHAM, OREGON** (pages 37-38)  
*Motion Required*
- K. RESOLUTION 698-26; A RESOLUTION TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE REMEDIATION OF ENCAMPMENTS** (pages 39-45)  
*Motion Required*
- L. RESOLUTION 699-26; A RESOLUTION OF THE DURHAM CITY COUNCIL, OREGON, ACCEPTING A METRO LOCAL SHARE GRANT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO** (pages 46-47)  
*Motion Required*
- M. PUBLIC HEARING ON RESOLUTION 700-26; A RESOLUTION OF THE DURHAM CITY COUNCIL SETTING FEES, CONSOLIDATING FEES AND ESTABLISHING A FEE SCHEDULE FOR THE CITY OF DURHAM, OREGON** (pages 48-53)  
Council shall conduct a public hearing to provide an opportunity for public comment on fee increases.  
*Motion Required*

**N. PUBLIC HEARING ON RESOLUTION 701-26; A RESOLUTION OF THE DURHAM CITY COUNCIL ESTABLISHING BUILDING PERMIT FEES FOR THE CITY OF DURHAM, OREGON**

Council shall conduct a public hearing to provide an opportunity for public comment on fee increases (pages 54-62)  
*Motion Required*

**O. PROPOSED CITY TREE REMOVAL: DEAD & DYING TREES IN DURHAM PARK** (page 63-65)

*Motion Required*

**P. LEGAL ADVICE REGARDING MUNICIPAL CODE – COUNSELOR STREICHER** (pages 66-68)

*Motion Required*

**Q. RESOLUTION TO SIGN IGA WITH TUALATIN FOR POLICING SERVICES** (pages 69-78)

*Motion Required*

**R. RESOLUTION TO SIGN IGA WITH TULATIN FOR MUNICIPAL COURT SERVICES** (pages 79-85)

*Motion Required*

**S. CONSIDERATION TO ADJUST CITY ADMINISTRATOR SALARY**

*Motion required*

**T. FINANCIAL REPORTS**

➤ Financial Reports for April 2026 (pages 86-90)

➤ Approval of Vendor Checks 17928-17943 totaling \$48,876.63 and EFTs & Payroll totaling \$ 19,196.22 (pages 91-92)

*Motion required*

**U. ADMINISTRATOR'S REPORT**

**V. COUNCIL COMMENTS & MISCELLANEOUS INFORMATIONAL ITEMS**

**W. ADJOURN**



**City of Durham**  
**CITY COUNCIL MEETING MINUTES**  
**March 24, 2026**

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**A. OPEN REGULAR COUNCIL MEETING.**

Mayor Joshua Drake opened the regular council meeting at 7:31 PM at Bridgeport Church.

**B. ROLL CALL OF COUNCIL MEMBERS.**

Councilors present: Mayor Joshua Drake, Council President Leslie Gifford, Councilors Gary Paul, David Streicher (via Teams), and Sean Lee

Councilors absent: None

Staff present: City Administrator Jordan Parente, Administrative Assistant Wyatt Bean, City Attorney Ashleigh Dougill (via Teams)

**C. COUNCIL MINUTES.**

Council considered the February 24, 2026, City Council work session and regular meeting minutes. Council President Gifford moved to adopt the minutes, and Councilor Paul seconded. The motion passed unanimously (5-0).

**MO 032426-01**

**D. CALENDAR OF MEETINGS.**

Council reviewed the upcoming meeting schedule, including the April 14, 2026, regular Planning Commission meeting, the Budget Committee meeting on April 28, 2026, and the regular City Council meeting on April 28, 2026.

**E. PUBLIC FORUM.**

Mayor Drake outlined the public forum process, including the three-minute speaking limit and the expectation that comments would be received without back-and-forth discussion. Multiple residents commented, with most remarks focused on tree regulation, public safety, and development concerns.

Residents from Afton Lane and nearby properties asked about the status of the Durham Estates site, stating that little visible activity had occurred and expressing concern about what may ultimately be built there, whether the matter remained under appeal, and how the process had progressed. Additional comments questioned whether prior tree retention expectations on nearby development sites had been met and whether future development would be subject to meaningful tree preservation requirements.

Several residents commented on the proposed private property tree ordinance. Some expressed concern that the City's extensive tree canopy had become difficult to manage on private property and sought clarification about what size trees could be removed and under what process. Others objected to the permit fees and penalties and stated that portions of the ordinance remained unclear.

Other residents spoke in support of the ordinance, specifically that it reflected careful consideration of the 2024 tree committee's work and that its most important improvement was shifting most tree removal decisions to a qualified ISA-certified arborist.

Other residents described repeated tree failures in the Heron Grove area and nearby neighborhoods, including incidents where fallen trees damaged homes and had the potential to cause serious injury or death to residents. Speakers expressed that the current draft of the ordinance failed to provide remedies to issues expressed by the community and that arborist inspections do not always identify failing trees in advance. Other residents also urged the city to track tree falls within the city and requested that Council not adopt the ordinance without further revisions. Resident concerns included the increased cost of permits, the severity of penalties, delays in removing dangerous trees, and the absence of a discretionary permit path for trees homeowners view as problematic but may not qualify as hazards.

One resident also raised a separate question about the status of a possible crosswalk at Findlay Road to improve pedestrian ability to safely cross Upper Boones Ferry Road and access to Bridgeport.

#### **F. PLANNING COMMISSION UPDATE.**

City Administrator Parente reported on the March 10, 2026, Planning Commission meeting. He stated that the Commission approved a revised sign for the Ainsworth property near City Hall. He also reported approval of two Type G tree removal requests associated with development activity: one involving a previously retained cedar tied to Lot 36 of David Weekley Homes' Durham Heights project, with one mitigation tree required. The other removal involved a tree at what is now 7888 SW Ellman Lane, where a large structural root was uncovered during excavation that conflicted with the building foundation. This permit was also approved, requiring one mitigation tree.

#### **G. SECOND READING OF ORDINANCE 273-26; REGULATING THE REMOVAL OF TREES ON PRIVATE PROPERTY AND NOT CONNECTED TO THE DEVELOPMENT OF LAND.**

Council discussed the proposed ordinance at length considering public testimony and council input. Councilor Streicher recommended removing the final sentence in Section 162.10.A because prior edits had made it unnecessary. City Attorney Dougill stated the ordinance now specified where violations were continuing in nature and agreed the sentence was no longer necessary.

Council then addressed issues raised during Public Forum. Staff clarified that Durham Estates had not yet applied for tree removal permits. Council explained that Upper Boones Ferry Road is a state highway and that ODOT, not the City, is responsible for installing crossings. Staff and Council clarified that tree removal associated with development is generally governed by the Durham Development Code, and that updated tree regulations for development had recently been revised. They explained that the ordinance under consideration at this meeting applies to all other circumstances of tree removal on private property that are unrelated to development land use decisions.

Council discussed the allowance for one tree per year in the 6-inch to 10-inch diameter-at-breast-height range, with City Attorney Dougill clarifying that a permit is still required, but that removal within that size range is allowed at one tree per year per physical address. Council also responded to concerns about prior development canopy removal, explaining that the Durham Heights development was permitted to retain the required amount of canopy through perimeter trees and a dedicated tract area, as retained trees were credited for 200% of the retained canopy under the prior code.

In discussing fees and penalties, Mayor Drake stated that permit fees had not changed for a long time and that the revised structure was intended in part to recover City costs, including the use of the City's arborist to make permit determinations. Council also discussed whether the catch-all violation provision, found in 162.10.A.iii, was too high. After discussion, Council reached consensus to reduce the maximum penalty per month from \$4,000 to \$2,500. Council additionally discussed whether the ordinance should include a discretionary permit path comparable to the "Type E" permit in the current code, specifically a permit for trees over 10 inches DBH that do not clearly fit other permit categories.

No additional permit category was added at this meeting, though discussion reflected interest in monitoring how the ordinance functions in practice and considering future amendments, if needed.

Council President Gifford moved to adopt the second reading of Ordinance 273-26 with the two revisions read into the record by City Attorney Dougill: removal of the second sentence in Section 162.10.A and reduction of the penalty in 162.10.A.iii from \$4,000 to \$2,500. Councilor Streicher seconded the motion. Mayor Drake, Council President Gifford, Councilor Streicher, and Councilor Lee voted in favor. Councilor Paul abstained. The motion passed 4-0.

**MO 032426-02**

**H. RESOLUTION 693-26 REQUIRING COUNCIL AUTHORIZATION AND PUBLIC NOTICE FOR NON-EMERGENCY TREE REMOVALS.**

Mayor Drake explained that the resolution requires that Council authorization be obtained for non-emergency tree removals on City-owned land. Council President Gifford moved approval, and Councilor Paul seconded. The motion passed unanimously (5-0).

**MO 032426-03**

**I. RESOLUTION 694-26 MASTER FEE SCHEDULE UPDATE.**

City Administrator Parente explained that the proposed fee schedule update primarily revised wording so that the fee schedule aligned with the newly adopted tree code language, while keeping the fee amounts the same. He also noted that the City's arborist bills at \$245 per hour, exclusive of travel time, which informed implementation. Council President Gifford moved approval. Councilor Paul seconded the motion. The motion passed unanimously (5-0).

**MO 032426-04**

**J. GILHAM NUISANCE ORDINANCE ENFORCEMENT REQUEST HAZARD TREE.**

City Administrator Parente summarized the request as a dispute between neighboring private property owners concerning a dead tree alleged to be hazardous. He explained that nuisance enforcement could be considered if Council determined there was a public danger. City Attorney Dougill stated that the City could, at Council's discretion, declare a condition on private property a public nuisance and pursue abatement, but emphasized that the nuisance framework is generally aimed at broader public health, safety, or welfare impacts.

Council discussed whether the tree posed an immediate public threat or whether the matter was better treated as a private dispute between neighbors. Councilor Streicher stated that he did not believe the matter met the standard of an immediate threat under the nuisance code. Council generally agreed and directed staff to not pursue nuisance enforcement.

**K. WASHINGTON COUNTY POLICY ADVISORY BOARD APPOINTMENT.**

City Administrator Parente informed Council that there was a vacancy on the Washington County Policy Advisory Board and noted that the work generally involves housing policy and related county matters. No Council member volunteered for the appointment at this meeting, and Council agreed to revisit the matter later.

**L. FINANCIAL REPORTS.**

Council reviewed the February 2026 financial reports, including vendor checks numbered 17900 through 17912 totaling \$52,089.40 and EFTs and payroll totaling \$18,048.57. Council President Gifford moved approval, and Councilor Paul seconded. The motion passed unanimously (5-0).

**M. ADMINISTRATOR'S REPORT.**

City Administrator Parente reported that Bulky Waste Pickup Day would be held on April 25. He also updated Council regarding the City's engineering contract, explaining that the existing engineering firm was in the process of being sold and had requested assignment of the contract to the new owner. City Attorney Dougill stated that the City may have the ability to decline consent to assignment and pursue a new procurement process, and that additional review of the original procurement and contract terms would be appropriate. Mayor Drake indicated that the matter was an administrative decision for City Administrator Parente. City Administrator Parente also noted an upcoming Family Peace Center event on April 30 to which Council had been invited.

**N. COUNCIL COMMENTS & MISCELLANEOUS INFORMATIONAL ITEMS.**

Councilor Streicher suggested retaining the Planning Commission minutes for Council review but removing the verbal meeting update. He also stated that Council should decide whether to retain the City's auditor for the next cycle before additional work proceeds. Council generally agreed that Planning Commission minutes could remain in the packet without a separate oral update and that the audit matter should be placed on a future agenda.

Councilor Lee asked whether the City had any ability to request a crosswalk improvement from ODOT. Council discussed prior efforts and noted that ODOT has final authority over the state highway. Councilor Lee also suggested that Council periodically revisit the new tree ordinance to assess what is working and what may need amendment. City Administrator Parente responded that the issue had been noted for follow-up during future goal planning.

***COUNCIL ENTERED EXECUTIVE SESSION AT 9:20 PM.***

- O. EXECUTIVE SESSION ON ORS 192.660 (2) (f) – TO CONSIDER INFORMATION OR RECORDS THAT ARE EXEMPT BY LAW FROM PUBLIC INSPECTION.**
- P. EXECUTIVE SESSION ON ORS 192.660 (2) (e) – TO CONDUCT DELIBERATIONS WITH PERSONS DESIGNATED BY THE GOVERNING BODY TO NEGOTIATE REAL PROPERTY TRANSACTIONS.**
- Q. EXECUTIVE SESSION ON ORS 192.660 (2) (h) – TO CONSULT WITH LEGAL COUNSEL REGARDING LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED.**
- R. EXECUTIVE SESSION ON ORS 192.660 (2) (h) – TO CONSULT WITH LEGAL COUNSEL REGARDING LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED.**

***COUNCIL EXITED EXECUTIVE SESSION AT 9:40 PM.***

**S. ITEMS REQUIRING MOTIONS FOLLOWING EXECUTIVE SESSION.**

Following Executive Session, Council considered a settlement-related action. Council President Gifford moved to authorize the City Administrator to sign the settlement agreement provided the City receives at least \$15,000. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

**T. ADJOURN.**

Mayor Drake adjourned the meeting at 9:41 PM.

**Approved:**

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**Joshua Drake, MAYOR**

**Attest:**

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**Jordan Parente, CITY ADMINISTRATOR/RECORDER**

DRAFT



**City of Durham**  
**CITY COUNCIL MEETING MINUTES**  
**April 28, 2026**

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**A. OPEN REGULAR COUNCIL MEETING.**

Mayor Joshua Drake opened the regular council meeting at 8:05 PM at Durham City Hall.

**B. ROLL CALL OF COUNCIL MEMBERS.**

Councilors present: Mayor Joshua Drake, Council President Leslie Gifford, Councilors Gary Paul, David Streicher, and Sean Lee

Councilors absent: None

Staff present: City Administrator Jordan Parente and Administrative Assistant Wyatt Bean

**C. COUNCIL MINUTES.**

Council considered adoption of the City Council work session minutes from February 10, 2026, and March 24, 2026.

Council President Gifford moved to approve the City Council work session minutes from February 10, 2026. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

**MO-CC-042826-01**

After the vote, City Administrator Parente noted that the March 24, 2026, City Council meeting minutes had not been included in the agenda packet. He stated that they were nearly complete but required confirmation of the seconder for a motion related to the Master Fee Schedule. Council agreed that Councilor Paul seconded the motion. City Administrator Parente stated March 24, 2026, minutes would be amended and placed on the next agenda for consideration.

**D. CALENDAR OF MEETINGS & EVENTS.**

Mayor Drake reviewed the calendar of upcoming meetings and events, including the May 12, 2026, Planning Commission meeting, the May 25, 2026, City Hall closure for Memorial Day, and the May 26, 2026, regular City Council meeting. City Administrator Parente noted that a work session had also been tentatively scheduled for 6:30 p.m. on May 26 but stated that it might not be needed depending on Council's remaining budget or work session needs, which council affirmed.

**E. PUBLIC FORUM.**

Mayor Drake opened the public forum for matters not appearing elsewhere on the agenda. No members of the public were present in person or on Teams and no public testimony was received. Mayor Drake closed the public forum.

**F. PLANNING COMMISSION MEETING MINUTES.**

The Planning Commission meeting minutes from April 14, 2026, were included in the meeting packet. City Administrator Parente noted Councilor Streicher's request to only answer questions and not rehash the minutes. He added the Planning Commission approved a tree removal request.

**G. RESOLUTION 695-26: A RESOLUTION OF DURHAM CITY COUNCIL CERTIFYING DURHAM'S ELIGIBILITY STATUS FOR THE RECEIPT OF STATE-SHARED REVENUES UNDER ORS 221.760.**

Council considered Resolution 695-26, certifying the City's eligibility to receive state-shared revenues under ORS 221.760. Council President Gifford moved to approve Resolution 695-26, and Councilor Lee seconded the motion. The motion passed unanimously (5-0).

**MO-CC-042826-02**

**H. RESOLUTION 696-26: A RESOLUTION OF DURHAM CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND ACCEPT A HOUSING PLANNING ASSISTANCE GRANT.**

Council considered Resolution 696-26, authorizing the City Administrator to execute and accept a Housing Planning Assistance Grant with the Oregon Department of Land Conservation and Development for the City of Durham Conforming Development Code Update. Council President Gifford moved to approve Resolution 696-26, and Councilor Paul seconded the motion. The motion passed unanimously (5-0).

**MO-CC-042826-03**

**I. FIRST READING OF ORDINANCE 27X-26: AN ORDINANCE PROVIDING FOR LICENSING OF TRADES, SHOPS, OCCUPATIONS, PROFESSIONS, AND BUSINESSES FOR THE PURPOSES OF REVENUE AND REGULATION; PROVIDING THE METHOD OF ISSUING LICENSES; PROVIDING PENALTIES; AND REPEALING ORDINANCE 201-00 & 217-04.**

City Administrator Parente introduced the first reading of Ordinance 27X-26 and asked Administrative Assistant Bean to summarize the proposed business license ordinance. Administrative Assistant Bean explained that the ordinance would repeal and replace Ordinance 201-00 and Ordinance 217-04, modernize and consolidate the City's business license regulations, clarify administrative rules, and update language related to business licenses, ownership changes, licensees, material changes, and prohibited activities. He noted that a key change would be removing the fee amounts from the ordinance and establishing them by resolution, allowing the City to update business license fees through the Master Fee Schedule.

City Administrator Parente explained that staff intended to bring the fee resolution forward with the second reading because business license renewal notices are sent in June. He also stated that staff intended to consolidate business license fees, building permit fees, and other City fees into a more complete Master Fee Schedule. Council discussed the existing fee amounts, potential increases, and comparisons to neighboring cities. Councilor Streicher questioned whether the City should charge more for larger businesses, noting that a \$200 fee for businesses with more than 50 employees appeared low. Staff stated that the packet reflected existing fees and that proposed changes would be presented with the fee resolution. Council requested comparable information from nearby cities for the next meeting and discussed whether fees should be based on number of employees or full-time equivalents.

Council also discussed the proposed exemption for people 16 years of age or younger operating a part-time business with annual gross income below a specified amount. Councilor Paul questioned whether the \$500 threshold was too low, and Council discussed practical examples such as youth lawn mowing or similar small activities. Council reached consensus to revise the proposed threshold to \$2,500. Council also discussed the blank fine amount for door-to-door solicitation violations where no-solicitation signage is posted. City Administrator Parente stated that the provision would likely serve more as a deterrent than a frequent enforcement tool, and Council reached consensus to set the proposed fine at \$500.

Council President Gifford moved to approve the first reading of Ordinance 27X-26. Councilor Lee seconded the motion. The motion passed unanimously. The motion passed unanimously (5-0).

**MO-CC-042826-04**

**J. PROPOSED CITY TREE REMOVAL: DEAD & DYING TREES IN DURHAM PARK.**

City Administrator Parente presented a memorandum requesting authorization to remove dead and dying trees in Durham Park, including eight declining birch trees near the north end of the Schirado Nature Loop and one dead cottonwood near the junction toward Cook Family Park. He explained that two trees had already been removed after a park user reported trees falling onto the path, and that the remaining proposed removals were based on prior recommendations from the City arborist. The trees had been marked with ribbon.

Councilor Streicher stated that he supported removing the cottonwood because of its proximity to the trail and potential hazard to trail users but opposed removing the birch grove at this time. He stated that dead or declining trees in remote natural areas can provide habitat, that their roots may help stabilize the bank near Fanno Creek, and that the birch trees did not appear to present an immediate hazard.

Council discussed the condition and location of the trees, whether removal could benefit healthier vegetation, and the importance of avoiding unnecessary tree removal. Mayor Drake suggested postponing the item so Council members could visit the site before acting. Council agreed to bring the item back at the next meeting after members had an opportunity to inspect the marked trees. No formal action was taken.

**K. CHANGE OF AUDITORS - COUNCILOR STREICHER.**

Councilor Streicher raised concerns regarding the City's audit services, noting that the final audit had been received approximately four months late and that an earlier draft included outdated or inaccurate footnotes. He stated that the delay and draft errors raised concerns about the quality and continuity of service, the burden on staff, and the credibility of the City's financial statements. He summarized research he had conducted on auditors used by other small Oregon cities and recommended that the City consider bids from other audit firms.

City Administrator Parente stated that the City had worked with Pauly Rogers for more than 30 years and that the City's accountant had cautioned that it may be difficult to secure a new auditor for the current fiscal year because audit firms typically plan their schedules earlier. He stated that Durham's cash-basis audit may be easier to schedule but noted that the timing for seeking quotes is generally toward the end of the calendar year. Mayor Drake asked whether staff had raised concerns with the auditor, and City Administrator Parente confirmed that they had.

Council President Gifford stated that she had spoken with Roy Rogers, who acknowledged the issue, said it had been resolved, and indicated it would not happen again. Councilor Lee recommended that Council formally express its concerns in writing and review alternatives so the City would be prepared to change auditors if similar issues occur in the next fiscal year. Council discussed cost considerations, the need to balance service quality with budget constraints, and the possibility of obtaining quotes from other firms. Council provided direction for staff to send a letter documenting the City's concerns.

**L. FINANCIAL REPORTS.**

Council considered the April 2026 financial reports, vendor checks 17913 through 17927 totaling \$34,262.36, and EFTs and payroll totaling \$18,218.65. Council President Gifford moved to approve the financial reports and payments as presented. Councilor Lee seconded the motion. The motion passed unanimously (5-0).

**M. ADMINISTRATOR'S REPORT.**

City Administrator Parente reported that the Family Peace Center event was scheduled for April 30 from 5:00 p.m. to 7:00 p.m. and that Council had been invited. He stated that the City had submitted its \$250,000 Small City Allotment grant application on April 15 for street improvements on Rivendell, Woody End, and Arkenstone, which he described as among the City's streets most in need of resurfacing. He also reported that Tigard Water District had contacted the City about a future water project on Peters Road, which provides an opportunity to bring the street up to City standards.

City Administrator Parente reported that the Governor had vetoed House Bill 4177 related to public meetings and serial meetings. He also summarized the April 25 bulky waste pickup and tree lot events, stating that the events appeared successful and that volunteers focused on laurels near the Rivendell side of the tree lot. Mayor Drake stated that the area looked improved and that the path had been widened.

City Administrator Parente discussed several intergovernmental agreements. He stated that a Tualatin Life reporter had contacted the City regarding the Tualatin Police IGA. He also discussed two Metro IGAs, including an encampment cleanup agreement that raised concerns because Metro requested a broad indemnity clause. He stated that the City Attorney was reluctant to recommend approval of that provision because encampment cleanups can involve significant legal risk, which this clause would place on the City rather than Metro. He also noted that the Metro Local Share IGA must be completed before the City can proceed with using the grant funds for the proposed ADA parking and access improvements.

City Administrator Parente stated that staff would bring forward a fee resolution to consolidate City fees into a single Master Fee Schedule, including building fees. He explained that Tualatin planned a 5% building permit fee increase and was also considering an additional 20% increase, and that Durham's IGA with Tualatin requires the City to mirror Tualatin's costs because Durham remits 80% of building permit fees to Tualatin. He stated that staff would recommend noticing and adopting the fee adjustment in one action effective July 1.

City Administrator Parente reported that staff was also preparing an updated building ordinance and hoped to bring it to Council in May. He also described an issue with the City's online municipal tree permit submission process and stated that staff are working to fix it. He invited Council to review the updated tree permit webpage and provide feedback.

Council discussed whether a May 26 work session would be needed. Based on the budget meeting earlier that evening and the remaining workload, Council generally agreed that the work session was unnecessary, and that the regular meeting could proceed at 7:30 p.m. City Administrator Parente also noted that he might need to attend the June 23 meeting remotely due to a family matter.

City Administrator Parente asked for direction regarding the City's July 4 celebration, which would also recognize Durham's 60th anniversary. Council discussed holding a modest midday gathering at Durham Park with possibly ice cream, hot dogs, historical City information, and potential participation by TVF&R, law enforcement, Metro, Pride Disposal, Clean Water Services, or local businesses. Council discussed cost estimates and possible sponsorships. Council generally supported planning within a \$2,000 City budget while staff explored sponsorships and lower-cost options.

**N. COUNCIL COMMENTS & MISCELLANEOUS INFORMATIONAL ITEMS.**

Councilor Paul reported on the Metropolitan Area Communications Commission (MACC) negotiations with Comcast. He stated that MACC was operating under a one-year extension while negotiations continued. MACC is seeking a higher percentage of gross revenue and Comcast is offering a lower amount. He explained that even a small percentage difference represented a significant amount of revenue to member jurisdictions. Councilor Paul also reported that MACC was considering new revenue options as cable subscriptions decline, including a possible tax on streaming services. He stated that any such tax would require approval by the member jurisdictions and that MACC was seeking direction on whether to continue gathering information. Council generally expressed interest in receiving more information.

**O. ADJOURN.**

Mayor Drake adjourned the meeting at 9:27 PM.

**Approved:**

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**Joshua Drake, MAYOR**

**Attest:**

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**Jordan Parente, CITY ADMINISTRATOR/RECORDER**



# City of Durham

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Durham, Oregon, 97224

phone: 503.639.6851  
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Jordan Parente - City Administrator

Wyatt Bean - Administrative Assistant

## STAFF REPORT

DATE: May 26, 2026  
TO: City Council  
FROM: Jordan Parente, City Administrator  
RE: Building Code Ordinance Update

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### Background

The City of Durham regulates building code administration through Ordinance 271-25 and Resolution 684-25. Ordinance 271-25 established a local framework for building code administration, authorized the City to adopt applicable Oregon specialty codes by resolution, addressed Building Official services, established permit-life provisions, allowed permit fees to be adopted by resolution, and added a penalty provision for building code violations. Resolution 684-25 adopted the applicable specialty codes for review of building and related permit applications within the City.

The proposed Ordinance 275-26 repeals and replaces Ordinance 271-25 with a more complete Building Code ordinance. The proposed Resolution 697-26 repeals and replaces Resolution 684-25 and continues the City’s practice of adopting applicable Oregon specialty codes and related standards by resolution.

The update preserves Durham’s existing building code framework while clarifying local administration, the role of the Building Official, the City Administrator’s enforcement authority, permit requirements, work in easements and rights-of-way, demolition, grading, excavation, fill, appeals, liens, and related enforcement tools. It also clarifies that Durham does not administer or enforce the Oregon Electrical Specialty Code, which remains under Washington County or the applicable electrical permitting authority.

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### Summary of Ordinance

The proposed ordinance maintains Durham’s general building code framework while substantially improving clarity, enforceability, and administrative usefulness by:

#### **Repealing and Replacing Ordinance 271-25:**

Ordinance 275-26 repeals Ordinance 271-25 and any other ordinances currently in effect that adopt or amend City specialty codes, creating a clearer and more current local Building Code framework.

#### **Establishes a Clear Purpose and Scope:**

The ordinance adds a more complete purpose statement and clarifies that the Building Code applies to construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, and installation of materials and equipment in buildings, structures, and related appurtenances. Demolition, grading, excavation, and fill are addressed

separately as locally adopted standards where authorized by ordinance, resolution, the Durham Development Code, or other applicable law.

**Clarifying Relationship to the Development Code and Other Law:**

The ordinance recognizes that the Building Official performs duties assigned under the City’s building official services agreement, including permit review, plan review, inspections, and technical code administration for active permits. It also expressly authorizes the City Administrator to administer and enforce matters not covered by that agreement, including unpermitted work, stop work orders, civil infractions, demolition, grading, excavation, fill, easements, rights-of-way, and other local enforcement actions.

**Definitions:**

The ordinance adds definitions for key terms including Building Official, City Administrator, business days, calendar days, construction documents, demolition, permit, and receipt. These definitions help standardize interpretation and improve administration of notices, permits, appeals, and enforcement actions.

**Continuing Adoption of Codes and Fees by Resolution:**

The ordinance preserves the City’s practice of adopting applicable specialty codes, local standards, and permit fees by resolution. This allows the City to remain current with state code updates and fee adjustments without requiring a full ordinance amendment each time technical code editions or fee schedules change.

**Clarifying Electrical Permitting:**

The ordinance states that Durham does not administer or enforce the Oregon Electrical Specialty Code and that electrical permits, inspections, and electrical code enforcement are administered by Washington County or the otherwise applicable electrical permitting authority.

**Adding Local Permit Requirements and Locally Adopted Standards:**

The ordinance includes optional local permit requirements for certain retaining walls, tanks, ground-mounted photovoltaic systems, towers, antennae, and flagpoles and separately recognizes locally adopted standards for demolition, grading, excavation, and fill.

**Updating Permit Life Standards:**

The ordinance updates permit life language to reflect the current 180-day permit expiration framework, allowing written extensions of up to 180 days when requested in writing and supported by justifiable cause.

**Addressing Work Without a Permit and Investigation Fees:**

The ordinance clarifies that regulated work, including demolition, grading, excavation, and fill where applicable, may not begin until the required permit is obtained. It also authorizes investigation fees and penalties when work requiring a permit begins without one.

**Strengthening Entry, Stop Work and Enforcement Tools:**

The ordinance adds a local right-of-entry process that requires credentials, requested entry, and lawful remedies if entry is refused. It also authorizes stop work orders for work performed contrary to the Code, in a dangerous or unsafe manner, or in a manner that interferes with City real property rights.

### **Protections for Easements and Public Right of Way:**

The ordinance prohibits construction or placement of structures, walls, fences, retaining walls, foundations, utility structures, or similar improvements within public easements, public walkways, public trail easements, or rights-of-way without written City authorization and required permits. This helps protect utilities, drainage, access, public infrastructure, and City property rights and interests.

### **Clarifying Permit Suspension, Revocation, Appeals, Liens and Penalties:**

The ordinance authorizes suspension or revocation of permits issued in error or in violation of applicable requirements, provides appeal procedures, authorizes liens for unpaid fines or costs, establishes responsibility for compliance, and classifies violations as civil infractions punishable by a fine of up to \$1,000 per violation, with each calendar day of violation constituting a separate violation.

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### **Summary of Resolution 697-26**

Resolution 697-26 is intended to serve as the companion resolution to Ordinance 275-26. While the ordinance establishes the City's local administrative and enforcement framework, the resolution adopts the applicable Oregon specialty codes, optional local provisions, and locally adopted demolition, grading, excavation, and fill standards enforced within the City.

The resolution adopts the 2025 Oregon Structural Specialty Code, 2025 Oregon Mechanical Specialty Code, 2023 Oregon Residential Specialty Code, 2023 Oregon Plumbing Specialty Code, 2025 Oregon Fire Code, 2010 Oregon Manufactured Dwelling Installation Specialty Code, and 2025 Oregon Energy Efficiency Specialty Code. It also adopts optional local provisions for certain retaining walls, tanks, ground-mounted photovoltaic systems, towers, antennae, and flagpoles, and adopts local demolition and Appendix J grading standards with specified local modifications. Resolution 697-26 repeals and replaces Resolution 684-25 so that the City's ordinance and resolution work together as a coordinated and updated building code framework.

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### **Recommendation**

The City Administrator recommends that City Council adopt Ordinance 275-26 and Resolution 697-26. Together, the ordinance and resolution modernize Durham's Building Code framework, repeal and replace the current ordinance and resolution, preserve adoption of Oregon specialty codes and permit fees by resolution, and provide clearer local tools for unpermitted work, stop work orders, demolition, grading, excavation, fill, construction in easements and rights-of-way, permit administration, appeals, liens, and enforcement. These updates will improve administrative clarity and help protect public health, safety, welfare, public infrastructure, and City property interests.

*City of Durham*

**ORDINANCE 275-26**

**AN ORDINANCE OF THE CITY OF DURHAM, OREGON ADOPTING BUILDING CODE PROVISIONS FOR APPLICATION WITHIN THE CITY OF DURHAM AND REPEALING ORDINANCE 271-25, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Durham seeks to consolidate its Building Code to ensure clear standards for construction, safety, and permit administration; and

**WHEREAS**, the City is authorized under ORS Chapter 455 to administer a building inspection program, appoint a Building Official, and adopt state specialty codes; and

**WHEREAS**, the City Council finds it efficient to establish administrative procedures for permit lifespans, fees, and enforcement and to exercise local options for specific structures; and

**WHEREAS**, these updates are necessary to protect the public health, safety, and welfare of the community;

**NOW, THEREFORE, THE CITY OF DURHAM, OREGON ORDAINS AS FOLLOWS:**

- Section 1.** Ordinance 275-26 is adopted and shall be known as the “Building Code”, and may so be cited and pleaded, and shall be cited herein as “this ordinance.” This ordinance is in addition to the provisions of the City of Durham Development Code. The City Administrator is authorized to make non-substantive edits necessary for organization, formatting, and consistency, and to correct any scrivener’s errors that may be found in Exhibit “A” during codification.
- Section 2.** Ordinances 271-25 and all other ordinances that may be currently in effect that adopt or amend city specialty codes are hereby repealed in their entirety.
- Section 3.** If any provision, section, phrase, or word of this Ordinance or its application to any person, or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.
- Section 4.** With this Ordinance being necessary to protect the public’s health and safety, an emergency is declared, and the Ordinance shall take effect immediately upon being passed and adopted by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Oregon, this 26<sup>th</sup> day of May 2026.

**First Reading:** May 26, 2026

**Second Reading:** May 26, 2026

**CITY OF DURHAM**

**By:** \_\_\_\_\_

Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator/Recorder

*City of Durham*

**ORDINANCE 275-26**  
**BUILDING CODE – EXHIBIT “A”**

**1. Title for citation.**

The ordinance codified herein shall be known as the “Building Code”, and may so be cited and pleaded, and shall be cited herein as “this ordinance.”

**2. Purpose.**

The purpose of the Building Code is to establish minimum uniform performance standards providing a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

**3. Scope and Application**

- A. Except for buildings, structures, or appurtenances that are otherwise exempt or not included in the Building Code, the Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, and installation of materials and equipment in or part of buildings, structures, or appurtenances connected or attached to such buildings or structures, except those permissibly located in a public way, or work associated with hydraulic flood control structures or public utility poles and towers. Demolition, grading, excavation, and fill are regulated only as expressly provided in this ordinance, the Durham Development Code, adopted resolutions, or other applicable law.
- B. Where, in any specific case, different sections of the Building Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- C. Where, in any specific case, there is a conflict between the Building Code and any Oregon Revised Statute, the statute shall govern. The provisions of this Building Code shall not be deemed to nullify any provisions of local, state or federal law.
- D. If, in a specific case, there is a conflict between the administrative procedures of this chapter and a given code, the procedures within the Building Code shall govern. If, in a specific case, there is a conflict between the technical provisions of this chapter and a given code, the provisions within that code shall govern.
- E. Where Oregon law authorizes local adoption, local administration, or local regulation of a matter, the City’s adopted local provisions shall apply. Nothing in this ordinance is intended to create a local amendment to the State Building Code unless such amendment is authorized by Oregon law.

#### **4. Definitions.**

For purposes of this Building Code, the following terms are defined as follows:

- A. “Building Official” means the Building Official of the City of Durham, or the Building Official’s duly authorized representative.
- B. “Business Days” means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.
- C. “Calendar Days” means all days of the week including Saturdays, Sundays, and holidays.
- D. “City Council” means the City of Durham City Council.
- E. “The City” means the City of Durham, Oregon.
- F. “City Administrator” means the City Administrator of the City of Durham, or the City Administrator’s duly authorized representative.
- G. “Construction Documents” means written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a Permit.
- H. “Demolition” means the complete or substantial destruction, removal, or dismantling of a building, structure, regulated appurtenance, or portion thereof, including the removal of more than 50 percent of the perimeter walls of a building. Non-habitable, non-historic accessory structures 200 square feet or less are exempt unless otherwise regulated by the Oregon specialty codes, the Durham Development Code, or another provision of City code.
- I. “Permit” means a building, mechanical, plumbing, grading, demolition, or other associated permit issued by the Building Official, City Administrator, or City Administrator’s duly authorized representative for activities identified in the scope.
- J. “Receipt” means the earliest of the following:
  - 1) If served by personal delivery, the date of the letter, notice, or order
  - 2) If served by certified or registered mail, return receipt requested, three (3) days after the date of the letter, notice, or order;
  - 3) If served by first class mail, three (3) days after the date of the letter, notice, or order; or
  - 4) If served by email, the date of a response email to the letter, notice, or order.

#### **5. Building Official Services.**

Durham City Council from time to time may provide the services of a person to act as the City Building Official by employment contract managed by the City Administrator or duly authorized representative, by intergovernmental agreement with another local government under authority of ORS Chapter 190, or by professional services contract with a private person or entity.

- A. The Building Official shall perform those duties assigned under the City’s applicable building official services agreement or intergovernmental agreement, including permit review, plan review, inspections, and technical code administration for active permits.
- B. The City Administrator is authorized to administer and enforce this ordinance for matters not covered by such agreement, including unpermitted work, stop work orders, civil infractions, demolition, grading, excavation, fill, work in easements or rights-of-way, and other local administrative or enforcement actions.

**6. Building Permit Life.**

Every permit issued shall become invalid unless the work authorized by the permit is commenced within 180 days after issuance, or if the work authorized by the permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official, or the City Administrator for permits or approvals administered by the City, is authorized to grant, in writing, one or more extensions of time for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause shall be demonstrated. Permit fees, renewal fees, or other administrative fees may be established by City Council resolution.

**7. Standards for Fees by Resolution.**

Durham City Council shall, by resolution, provide fees to be charged to persons seeking a permit under the City’s Building Code.

**8. Applicable Building Code Standards and Fees.**

Durham City Council shall, by resolution, adopt provisions of the Building Code to allow the City the flexibility and timely response to remain current with state and federal requirements and regulations, new technologies, and best practices. All applicable specialty codes, rules and standards adopted via resolution will be enforced by the City.

- A. Structural Specialty Code. The City’s adoption of a Structural Specialty Code shall be by resolution and will be incorporated as part of the Building Code.
- B. Mechanical Specialty Code. The City’s adoption of a Mechanical Specialty Code shall be by resolution and will be incorporated as part of the Building Code.
- C. Residential Specialty Code. The City’s adoption of a Residential Specialty Code shall be by resolution and will be incorporated as part of the Building Code.
- D. Oregon Energy Efficiency Specialty Code (OEESC). The City’s adoption of an Energy Efficiency Specialty Code shall be by resolution and will be incorporated as part of the Building Code.
- E. Plumbing Specialty Code. The City’s adoption of a Plumbing Specialty Code shall be by resolution and will be incorporated as part of the Building Code.
- F. Fire Code. The City’s adoption of the Fire Code will be by resolution and shall be incorporated as part of the Building Code.
- G. Fees. Permit fees will be adopted by resolution.

H. The City does not administer or enforce the Oregon Electrical Specialty Code. Electrical permits, inspections, and electrical code enforcement within the City are administered by Washington County or the otherwise applicable electrical permitting authority. Nothing in this ordinance is intended to assume or transfer electrical permitting or inspection authority to the City.

## **9. Additional Local Permit Requirements and Locally Adopted Standards.**

The City further elects to adopt additional local permit requirements into this ordinance that are optional provisions of the Building Code or matters outside of the statutory authority of the state building code. The City shall adopt additional Building Code standards by resolution.

### **Optional Oregon Residential Specialty Code (ORSC) provisions.**

- A. Retaining Walls: Retaining walls that are over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and that support a surcharge. Retaining walls that support an ascending slope exceeding 3:1 or that support a non-soil surcharge.
- B. Tanks that are located exterior to and not attached to or supported by a regulated building.
- C. Ground-mounted photovoltaic systems over ten feet in height measured to the highest point of the installation or where public access is permitted beneath the structure.
- D. Freestanding radio, television, and other telecommunication antennae and towers, not attached to or supported by a regulated building.
- E. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.
- F. Flagpoles not attached to or supported by a regulated building, and which are over 25 feet in height.

### **Locally Adopted Demolition, Grading, Excavation and Fill Standards**

To the extent demolition, grading, excavation, or fill activities are not otherwise regulated under the statutory authority of the State Building Code, the City locally adopts standards pursuant to its home rule and other applicable local authority. These provisions are adopted to establish local permit, safety, site protection, drainage, erosion control, and enforcement standards and shall be administered in coordination with the Building Official, City Administrator, Clean Water Services, and other applicable agencies.

## **10. Demolition Permits**

A demolition permit shall be required to demolish any structure that is required to obtain a building permit under the Oregon specialty codes or that is required to obtain a permit under this ordinance, except fences unless otherwise required by another provision of City code. A demolition permit may be conditioned on compliance with applicable state and federal requirements, including asbestos, lead-based paint, erosion control, utility disconnection, right-of-way protection, and site restoration requirements.

## **11. Work without a Permit; Investigation Fees.**

- A. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, grade, excavate, fill, change the character or use of the occupancy, or change the occupancy of a building, structure, site, or regulated appurtenance regulated by this Building Code, or to cause any such work to be performed, shall first make application to the City and obtain the required permit.
- B. Whenever any work for which a Permit is required by the Building Code has been commenced without first obtaining the Permit, a special investigation shall be made before a Permit may be issued for such work.
- C. An investigation fee, may be collected whether or not a Permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Code nor from any penalty prescribed by law.
- D. Any person, firm or corporation performing, or found to have performed work, prior to obtaining a Permit where a Permit is required for such work, shall be subject to the penalties of this Building Code.
- E. Exception to this Section. The person, firm or corporation is working under a pre-approved process as defined by a specific administrative policy of the Building Official may be excepted from this Section.

## **12. Right of Entry.**

Where necessary to inspect or investigate work, activity, or conditions regulated by this ordinance, the Building Official, City Administrator or their duly authorized representative may request entry onto property or into a structure at reasonable times. If the property or structure is occupied, credentials shall be presented and entry shall be requested. If the property or structure is unoccupied, reasonable effort shall first be made to locate the owner, owner's authorized agent, or other person having charge or control of the property and request entry. If entry is refused or cannot be obtained, the City shall have recourse to all remedies provided by law to secure entry. Nothing in this section authorizes entry in violation of state or federal law.

## **13. Stop Work Order.**

### **A. Authority**

Where the City finds any work regulated by this Code being performed in a manner either contrary to the provisions of this Code, in a dangerous or unsafe manner, or in a manner that interferes with the City's real property rights, as determined in the City Administrator's sole discretion, the Building Official or the City Administrator are authorized to issue a stop work order.

### **B. Issuance**

The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

### **C. Unlawful Continuance**

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, commits a civil infraction punishable as described in the Penalty section of this ordinance.

#### **14. Suspension or Revocation**

The Building Official, or the City Administrator for permits or approvals administered by the City, may, in writing, suspend or revoke a Permit issued under the provisions of the Building Code whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance or activity thereunder is in violation of this ordinance, any adopted resolution, permit condition, approved construction document, or other applicable City ordinance or regulation.

#### **15. Appeals.**

- A. A person may appeal a decision of the Building Official to the State Specialty Code Chief, as provided by OAR 918-008-0120. The appeal must be filed within thirty (30) calendar days of the Building Official's decision.
- B. Appeals of land use decisions are processed in accordance with the Durham Development Code.
- C. Appeals of administrative decisions of the Building Official are made to the City Administrator.
- D. Appeals of civil penalties issued by the Building Official, or the City Administrator, are made to City Council.
- E. Any person aggrieved by the final decision of the City Council that pertains to a State of Oregon Building Code adopted by the City may appeal to the appropriate state advisory board as provided by Oregon law.

#### **16. Appeals Procedure.**

- A. A person aggrieved by an appealable action taken under this Building Code may, within ten (10) Business Days after the Receipt of notice of the action, appeal in writing to the City Administrator, unless this ordinance or state law provides for appeal to another body or official. The appeal shall state:
  - a. The name and address of the appellant;
  - b. The nature of the determination being appealed;
  - c. The reason the determination is incorrect; and
  - d. What the correct determination of the appeal should be.
- B. Dismissal.
  - a. An appellant who fails to file such a statement within the time permitted waives the objections, and the appeal shall be summarily dismissed by the City Administrator not later than five (5) Business Days after receipt of the appeal.

- b. If an appellant timely files an appeal, but fails to meet requirements (a) through (d) of subsection (1), the City Administrator will notify the appellant in writing the defect(s) of the appeal and allow the appellant five (5) Business Days from Receipt of the notification of defect(s) to correct the defect(s) and resubmit the appeal. If appellant fails to correct the defect(s) and resubmit the appeal within the five (5) Business Days, the appeal shall be summarily dismissed by the City Administrator not later than five (5) Business Days after the date by which the appeal was resubmitted or had to be resubmitted, whichever is earlier.
- c. Upon Receipt of a timely appeal that meets the requirements of subsection (1), the official who issued the determination may prepare a written response brief to the City Administrator and the appellant no less than seven (7) calendar days prior to the hearing date.
- d. If a notice of revocation of a license or Permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon issuance of, or such other time stated in, the notice of suspension.
- e. Unless the appellant and the City Administrator agree to a longer period, an appeal shall be heard by the City Administrator within thirty (30) calendar days of the Receipt of the appeal. No later than seven (7) calendar days prior to the hearing, the City Administrator shall mail notice of the time and location thereof to the appellant.
- f. The City Administrator shall hear and determine the appeal based on the appellant's written statement, the official who issued the determination's response brief, if any, and any additional evidence the City Administrator deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The official who issued the determination may also present testimony and oral argument and may have the City represented by the City Attorney's Office if the appellant is represented by counsel. The rules of evidence as used by courts of law do not apply.
- g. The City Administrator will issue a written decision within ten (10) Business Days of the hearing date. The decision of the City Administrator after the hearing is final.
- h. Any legal action contesting the City Administrator's decision on the appeal must be filed within sixty (60) calendar days of the City Administrator's decision. Review of the City Administrator's decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

## **17. Filing Parties.**

Appeals may only be filed by the following parties affected by a decision:

- a. The permit applicant, owner or the owner's authorized representative; or
- b. The violator or a responsible person who has received notice of violation or civil penalty.

## **18. Lien**

- A. There shall be a lien created and it shall be done in accordance with this ordinance.
- B. Any fine, assessment, or civil penalty imposed pursuant to the Building Code that

remains unpaid thirty (30) calendar days after the penalty is imposed (or after the fine, assessment, or civil penalty has been affirmed on appeal), may be filed as a lien against the lot, lots, or parcels of land involved in the municipal lien docket. Any costs incurred by the City in the abatement of any dangerous building and/or any other fine, assessment or administrative civil penalty not paid within thirty (30) days may be an assessment and lien against the property where the building is located.

- C. Notice. At the time of filing in the municipal lien docket, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the electronic records of the applicable county assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way affect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots or parcels of land involved, respectively.
- D. Interest. All such liens remaining unpaid after thirty (30) calendar days from the date of recording on the municipal lien docket shall become delinquent and shall bear interest at the rate of ten (10) percent per annum from and after that date.
- E. Enforcement. The liens shall be enforced in the manner provided in Oregon Revised Statutes Chapter 223 and shall have priority over all such other liens and encumbrances of any character.

## **19. Responsibility for Compliance.**

It shall be the duty of every person who performs work for the installation, construction, alteration, repair, demolition, grading, excavation, fill, or maintenance of a building, structure, mechanical system, regulated appurtenance, or other activity regulated by this ordinance to comply with this ordinance, the applicable specialty codes, adopted resolutions, permit conditions, approved construction documents, and other applicable laws.

## **20. Building in Easements.**

No person may construct, place, enlarge, alter, repair, move, or maintain a building, structure, wall, fence, retaining wall, footing, foundation, tank, photovoltaic support structure, tower, utility structure, or similar improvement within, over, or upon a public utility easement, drainage easement, access easement, public walkway, public trail easement, or public right-of-way without written authorization from the City Administrator and all required permits.

## **21. Penalty.**

Violation by any person of the provisions of this ordinance shall be deemed a civil infraction and is punishable by a fine not to exceed \$1,000. Each calendar day of violation shall constitute a separate violation for the purposes of imposing a penalty. Violations shall be processed in accordance with Ordinance 270-25, or successor Municipal Court Ordinance, and Durham Municipal Code.

## 22. Severability

The provisions of the Building Code are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of the Building Code are declared unconstitutional or invalid for any reason, the remaining portion of the Building Code shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that the Building Code would have been adopted had such an unconstitutional provision not been included.

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*City of Durham*

**ORDINANCE 274-26**

**AN ORDINANCE PROVIDING FOR LICENSING OF TRADES, SHOPS, OCCUPATIONS, PROFESSIONS, AND BUSINESSES IN THE CITY OF DURHAM, OREGON FOR THE PURPOSES OF REVENUE AND REGULATION; PROVIDING THE METHOD OF ISSUING LICENSES; PROVIDING PENALTIES; AND REPEALING ORDINANCE 201-00 AND 217-04**

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**WHEREAS**, the City Council of the City of Durham finds businesses operating within the City benefit from City services, infrastructure, and regulatory oversight; and

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**WHEREAS**, the City Council of the City of Durham finds requiring business licenses, payment of license fees, and submission of current business information is necessary to provide revenue for municipal purposes and to administer regulations applicable to businesses operating within the City; and

**WHEREAS**, the City Council of the City of Durham finds it to be in the public interest the City’s business license regulations be updated, clarified, and consolidated into a single ordinance to reflect current business practices, improve administration, and align requirements and fees for businesses operating within the City prior to the start of the fiscal year; and

**WHEREAS**, the City Council for the City of Durham desires to consolidate all City-related into one master fee schedule, adopted via resolution; and

**WHEREAS**, the City Council of the City of Durham declares an emergency and finds it in the City’s best interest for this ordinance to come into effect immediately upon its enactment;

**NOW, THEREFORE, THE CITY OF DURHAM, OREGON ORDAINS AS FOLLOWS:**

- Section 1.** The regulations regarding business licenses as set forth in Exhibit A are hereby adopted and incorporated into this Ordinance by reference. The City Administrator is authorized to make non-substantive edits necessary for organization, formatting for consistency, and to correct any scrivener’s errors that may be found in Exhibit “A” during codification.
- Section 2.** Ordinance No. 201-00, Ordinance No. 217-04, and any other ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.
- Section 3.** The repeal of prior ordinances by Section 2 of this Ordinance does not affect the validity of licenses previously issued or fees previously assessed under those ordinances, does not relieve any obligation incurred under those ordinances, and does not prevent enforcement or prosecution of a violation committed before the effective date of this Ordinance.
- Section 4.** If any provision, section, phrase, or word of this Ordinance or its application to any person, or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.
- Section 5.** This Ordinance shall take effect immediately upon its enactment.

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PASSED AND ADOPTED by the City of Durham, Washington County, Oregon, this 26<sup>th</sup> day of May, 2026

First Reading: April 28, 2026  
Second Reading: May 26, 2026

CITY OF DURHAM

By: \_\_\_\_\_  
Joshua Drake, Mayor

ATTEST:

\_\_\_\_\_  
Jordan Parente, City Administrator/Recorder

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*City of Durham*

**ORDINANCE 27X274-26 Exhibit "A"**

**~~Business License Ordinance~~ BUSINESS LICENCE ORDINANCE - EXHIBIT "A"**

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**1. Title for citation.**

The ordinance codified herein shall be known as the "Business License Ordinance", and may so be cited and pleaded, and shall be cited herein as "this ordinance."

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**2. Purpose.**

It is declared to be in the public interest for the City of Durham to establish this ordinance relative to the matters of regulating business licenses to:

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- A. Ensure businesses comply with City of Durham zoning regulations.
- B. Provide revenue for municipal purposes.
- C. License fees levied as a result of this ordinance are in addition to any other license or permit fees required to engage in a business.
- D. Nothing in this ordinance shall be construed to apply to a person transacting and carrying on a business that is exempt from city taxation by virtue of the constitutions or statutes of the United States or the State of Oregon.
- E. The levy or collection of a license fee shall not be construed to be a license or permit to engage in a business or actions that are otherwise unlawful, illegal, or prohibited by the laws of the City of Durham, Washington County, the State of Oregon, or the United States of America.
- F. A Durham business license is a regulatory revenue measure and does not authorize any use, activity, occupancy, or improvement otherwise prohibited by zoning, building, fire, health, or other applicable law.

**3. Definitions.**

The following definitions apply:

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Applicant: the agent or owner of the named business.

Business: An enterprise, activity, profession, occupation or undertaking for profit, including the holding out of premises for tenancy by others.

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City: The City Administrator of the City of Durham or duly authorized representative.

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Doing Business: An act or series of acts performed in the course or pursuit of a business activity on more than one occasion or day in a calendar quarter and not as a one-time isolated event.

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BUSINESS LICENSE ORDINANCE 27X274-26 – EXHIBIT "A"

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License: The permission granted for the carrying on of a business, profession or occupation within the cityCity of Durham limits.

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Licensee: The business as specified and named by the applicant.

Non-profit: An entity that exists to accomplish some purpose for which the United States and the State of Oregon have granted an exemption from taxation on income and that is formally recognized as a not-for-profit entity by either jurisdiction.

Ownership Change: Any sale, assignment, conveyance, merger, reorganization, transfer, or other change in the legal or beneficial ownership of a business, whether in whole or in part, that results in a different person or entity controlling the business. This includes a change in the person or entity holding a majority ownership interest in the business but does not include a change that only affects a minority ownership interest and does not change control of the business.

Person: In addition to its ordinary meaning, any business entity recognized by the state of Oregon.

Revocation (of any business license): Withdrawal of approval to operate a business.

Separate Business: A business that is legally distinct from another business or that operates a materially distinct activity, trade, profession, or undertaking, whether at the same location or a different location.

Separate Business Location: Each fixed place at which business is conducted within the cityCity of Durham.

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Solicit and solicitation: The entry onto real property used for residential purposes by a person for the purpose of communicating with an occupant of the property, whether the communication is verbal, visual, or in writing.

Suspension (of business license): An official order to suspend business operations pending correction or ceasing of certain conditions or practices.

#### 4. License Required.

- A. Unless exempt under Section 5 of this ordinance, a license fee is imposed on any business operating in the cityCity of Durham, and no person shall do business within the City of Durham without a current, valid cityCity of Durham business license.
- B. Unless exempt under Section 5 of this ordinance, no person shall do business within the City of Durham as the employee, agent, or representative of another person unless either the principal or the employee, agent or representative has a current, valid City of Durham business license for that business, no matter where the principal offices of that business are situated.
- C. A separate business license shall be required for each separate business and each separate business location within the City of Durham, unless specifically provided otherwise by this ordinance or by City Council resolution.
- D. Multiple legally distinct businesses operating at the same address may each be required to obtain a separate license.

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~~but ordinance but~~ is subject to all other provisions of this ordinance unless expressly exempted by ordinance or resolution.

- D. Wholesalers making deliveries or taking orders from licensed retail outlets within the ~~city~~City of Durham are exempt from this ordinance.
- E. Any person sixteen years of age or younger who operates a business on a part-time basis, which has an annual gross income of less than \$2,500 (twenty-five hundred dollars) or any ~~public~~-school sponsored business activity, is exempt from this ordinance.
- F. Any person who, when conducting business within the ~~city~~City of Durham, performs work or services only for the ~~city~~City of Durham is exempt from this ordinance.
- G. A person who claims to be exempt from the license requirement of this Ordinance under provision of ORS 696.365 (relating to real estate salespersons working under a broker with principal offices outside the ~~city~~City of Durham), ORS 701.015 (relating to contractors and landscape contractors licensed by the Metropolitan Service District) or any other provision of state or local law shall show proof to the ~~City Administrator~~City of the business license or receipt for business tax given by the other jurisdiction, if any, or other proof of the person's current, valid entitlement to such exemption.
- H. A nonprofit is not exempt from the requirement to obtain a ~~City~~City of Durham business ~~license, but~~license but shall be exempt from payment of the license fee upon submission of satisfactory proof to the ~~City Administrator~~City that the United States Internal Revenue Service and, where applicable, the Oregon Department of Revenue have granted tax-exempt status.
- I. The levy or collection of a license fee upon any business shall not be construed to be a license or permit by the ~~city~~City of Durham to the person engaged therein to carry on business if such business is unlawful, illegal or prohibited by the laws of the state or the United States or ordinances of the ~~city~~City of Durham.
- J. The license fees levied pursuant to this ordinance shall be in addition to general ad valorem taxes now or hereafter levied pursuant to law.

## 6. Door-to-Door Solicitation.

- A. It is unlawful for any person to:
  - a. Solicit at any time before 8 AM and after 9 PM unless with the prior express permission of the person in possession or control of the residence;
  - b. Leave written materials upon real property where a "No Solicitation" sign is posted;
  - c. Solicit where a "No Solicitation" sign is posted;
  - d. Allow or permit any person soliciting on their behalf or under their direction to commit any act prohibited by this section;
  - e. Solicit at any time without carrying on or about the person a legible copy of a current valid ~~City~~City of Durham Business license available for inspection on demand by any person to whom an offer or solicitation is made. A person who is exempt from the

BUSINESS LICENSE ORDINANCE 27X274-26 – EXHIBIT "A"

business license required by this Ordinance shall carry and make available in lieu of same, printed identification showing the person's true name and the true business name of the other person or the entity that the solicitor represents.

- B. Consent to enter real property.
  - a. It shall be an affirmative defense to an alleged violation of this section that the person charged received actual or constructive consent of the occupant prior to entering the real property. Constructive consent may be implied from the circumstances of each instance, the relationship of the parties, and actual or implied contractual relationships.
  - b. The occupant of real property shall be considered to have given constructive consent to enter real property for the purpose of solicitation between the hours of 8:00 a.m. and 9:00 p.m. if they have not posted a "No Solicitation" sign, pursuant to this section.
- C. Effect of posting "No Soliciting" sign.
  - a. If an occupant of real property chooses to not invite solicitors, or certain types of solicitors, onto their property, the occupant may post a sign indicating their preference, such as a sign stating, "No Solicitation." The effect of posting a sign stating, "No Solicitation," or similar words to that effect, is to express the refusal of the occupant to grant consent to any person to enter their real property to solicit.
  - b. Signs posted pursuant to this section shall be posted on or near the boundaries of the property at the normal points of entry.
  - c. For real property possessing no apparent barriers to entry at the boundaries of the property that limit access to the primary entrance of a structure located on the property, placement on the sign at the primary entrance to the structure constitutes compliance with this section.
- D. Violations. A person who enters or remains unlawfully on property posted with a "No Solicitation," "No Trespassing," or similar sign is subject to a \$500 (five-hundred dollar) violation.
- E. Compatibility. Nothing in this section shall relieve any person or entity who solicits and conducts business in the cityCity of Durham from compliance with the remaining sections of this ordinance.
- F. Severability. The subsections of this section are severable. The invalidity of any subsection shall not affect the validity of the remaining subsections.

#### 7. When Fees Due.

- A. Business licenses required under this ordinance are for a term commencing on July 1 of a calendar year and ending on June 30 of the following year, unless otherwise provided by City Council resolution for temporary businesses or another specific class of license.
- B. The business license fee shall be due on or before July 1 for persons doing business as of that date, or on or before the date a person commences doing business in Durham.
- C. Payment not received within 30 days of the due date is delinquent and is subject to penalties as provided herein and/or by City Council resolution.
- D. A person who first commences doing business in Durham on or after January 1 of a

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BUSINESS LICENSE ORDINANCE 27X274-26 – EXHIBIT "A"

Page 5 of 109

calendar year shall be entitled to a 50 percent reduction of the applicable annual license fee for the license period ending June 30 of that year, unless otherwise provided by City Council resolution.

- E. In no case is a business license fee refundable, except where payment was made in error as determined by the ~~City Administrator~~City.
- F. Failure of the City to send a renewal notice shall not relieve any person of the obligation to obtain or renew a business license or to pay any fee, penalty, or other charge due under this ordinance.
- G. No business license or permit required by this ordinance may be issued unless the license or permit fee and all outstanding penalties are paid in full.

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**8. Information to be Submitted.**

A. Application for a business license or for renewal of a business license shall be submitted to the ~~City Administrator~~City. Each application shall include the following information:

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- a. The date of application;
- b. The name of the business;
- c. A description of the business to be conducted in the City of Durham;
- d. The name and title of the applicant and all persons having an ownership interest in the business;
- e. The person who may be contacted in case of an emergency and the phone number and email address at which that person may be reached;
- f. The location where the business is to be conducted;
  - i. The name of the property owner or manager on which the business is located, if applicable;
  - ii. The street address and mailing address of the business;
  - iii. Whether the business is home-based, mobile, temporary, or conducted from a fixed commercial location;
- g. The average number of employees working in Durham, including working owners, expected during the licensing cycle being applied for;
- h. The types of hazardous materials, if any, regularly maintained on the premises as defined under ORS 466.605;
- i. The license fee tendered with the application;
- j. Any other information necessary to enable the ~~City Administrator~~City, or designee to review the application and determine whether the application should be approved.

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B. The ~~City Administrator~~City, may verify the information submitted for a business license by any information available. Review of an application shall not begin until all requested information has been provided.

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C. A licensee shall notify the ~~City Administrator~~City, in writing within 30 days of any material change in the information submitted with their application, including but not limited to a change in business name, business address, mailing address, ownership, emergency contact, or cessation of operations within the ~~City~~City of Durham.

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## 9. License Issuance; Denial; Suspension; Revocation; Nonrenewal; Transfer.

### A. License approval.

- a. Upon receipt of a complete application, payment of all required fees, and satisfactory review of the application, the ~~City Administrator~~City may issue a business license or renew a business license.
- b. The ~~City Administrator~~City may request the planning department, the building department, the police department or other governmental agencies to inspect the premises or records of a business or applicant prior to issuing a business license or renewal of business license. The applicant's allowance of any inspections contemplated above is a requisite to obtaining a business license or renewal.
- c. If an application for a new or renewed license is approved, the ~~City Administrator~~City shall notify the applicant in writing. The notice shall state any conditions or limitations placed on the license as a condition of maintaining the license which the ~~city administrator~~City deems necessary to protect the public health, safety or welfare, or which are required by federal, state, or county law, or this ordinance.
- d. Licenses or license renewals shall be kept and displayed at the licensed business premises and shall be supplied to any governmental agency upon request.

B. The ~~City Administrator~~City may deny, suspend, revoke, or decline to renew a business license if the ~~City Administrator~~City finds that:

- a. The application is incomplete;
- b. The applicant has made a material false statement, misrepresentation, or omission in the application or in information submitted to the City;
- c. Required license fees, penalties, or other amounts due under this ordinance remain unpaid;
- d. The proposed or existing business activity is not lawful at the location identified in the application;
- e. The business is being operated in violation of this ordinance after notice and reasonable opportunity to cure, where appropriate;
- f. The license was issued in error; or

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BUSINESS LICENSE ORDINANCE ~~27X~~274-26 – EXHIBIT “A”

Page 7 of ~~109~~

- C. Denial, suspension, revocation, or nonrenewal shall be in writing and shall state the reasons for the decision and the right to appeal under Section 10 of this ordinance. The notice shall be given at least ten days before a revocation becomes effective, unless the City Administrator determines that property, public health or safety is endangered if the business continues to operate during the ten-day notice period. If the violation ends within the fifteen days, the City Administrator may discontinue the revocation proceedings
- D. A business license issued under this ordinance is nontransferable.
- E. Reapplication. A person whose application for a business license has been denied or whose license has been revoked may, after ninety days from the date of denial or revocation, apply for a license upon payment of the application fee and submission of an application form and related documents.
- F. Disqualification. A person whose application for any business license has been denied or whose license has been revoked twice within any twelve-month period or who has a total of four denials or revocations, shall be disqualified from applying for a license for a period of two years from the date of the last revocation or denial.
- G. Summary Suspension. Upon determining that a licensed activity or device presents an immediate danger to a person or property, the City Administrator may summarily suspend the license for the activity or device. The suspension takes effect immediately upon notice of the suspension being received by the licensee, or being delivered to the licensee's business address as stated on the licensee's application for the license being suspended. Such notice shall state the reason for the suspension and inform the licensee of the provisions for appeal under Section 10. The city may continue a suspension as long as the reason for the suspension exists or until a determination on appeal regarding the suspension is made under Section 10.

#### 10. Appeals

- A. A person aggrieved by a determination of the City Administrator regarding fee classification, exemption status, denial, suspension, revocation, nonrenewal, or other determination made under this ordinance, may appeal in writing to the City Council. The written notice of appeal must be accompanied by an appeal fee equal to the appellant's business license fee.
- B. An appeal shall be filed with the City Administrator within ten (10) days of the date of mailing of the City's written determination being appealed. Appeals received more than ten (10) days after the date of mailing of the City's written determination will be dismissed without review by the City Council.
- C. The City Council shall hear the appeal at its next available meeting or as soon thereafter as practicable.
- D. The City may grant a request to continue the hearing for good cause.
- E. The City Council may affirm, reverse, or modify the determination of the City Administrator. The City Council's decision shall be final.

BUSINESS LICENSE ORDINANCE 27X274-26 – EXHIBIT “A”

Page 8 of 109

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**11. Fees Imposed.**

- A. A license fee is imposed on the act of doing business within the City of Durham in an amount set by City Council resolution.
- B. Nothing contained in this ordinance shall vest any right in a license as a contract obligation on the part of the ~~city~~ City of Durham as to the amount of the fee. The fees, as set by council resolution, may be increased or decreased, additional fees may be imposed, and classifications may be changed by City Council resolution unless otherwise required by law.
- C. A person operating more than one business shall pay the license fee prescribed for each of the businesses, except as specifically provided by ordinance or City Council resolution.
- D. The City Council may establish by resolution fees for amended licenses, reissued licenses, ownership changes, duplicate licenses, and similar administrative actions.

**12. Enforcement and Violations.**

- A. It is a violation of this ordinance to:
  - a. Do business within the City of Durham without a current, valid business license when a license is required;
  - b. Submit materially false, misleading, or incomplete information in an application or other document required under this ordinance;
  - c. Fail to comply with the conditions of licensure imposed under this ordinance;
  - d. Conduct door-to-door solicitation in violation of Section 7;
  - e. Fail to pay fees or penalties due under this ordinance; or
  - f. Fail to comply with a lawful written notice issued under this ordinance.
- B. A violation of this ordinance is a civil infraction and is punishable by a fine not to exceed \$1,000.00 for each violation.
- C. Each calendar day that a violation continues shall constitute a separate violation for purposes of imposing a penalty.
- D. Violations of this ordinance shall be processed in accordance with Ordinance 270-25, or Durham’s Municipal Court Ordinance, as amended.
- E. Whenever there exists cause to suspect a violation of any provisions of this ordinance, or when necessary to investigate an application for, or revocation or suspension of a license under any of the procedures prescribed in this ordinance, officials responsible for enforcement or administration of this ordinance, or their duly authorized representatives, may enter on any site, or into any structure, for the purpose of investigation, provided they do so in a reasonable manner. No secured building shall be entered without the consent of the owner or occupant unless under authority of a lawful warrant.

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- F. Any business which is established, operated, moved, altered, enlarged or maintained contrary to the licensing requirements is, and is declared to be, unlawful and a public nuisance, and may be abated in the same manner provided by law and ordinance for the abatement of other nuisances.
- G. In addition to denial, suspension, revocation, or nonrenewal of a business license, the City may pursue any lawful civil remedy, including collection of unpaid fees and penalties, code enforcement, seeking injunctive relief to enforce the provisions of this chapter, obtaining a judgment and enforcing collection thereon, or other remedy authorized by ordinance or law.
- H. The rights, remedies, and penalties provided under this ordinance are cumulative, are not mutually exclusive, and are in addition to any other rights, remedies, and penalties available to the City of Durham under any other provisions of law.

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<b>Business License Revenue</b>			
<b>Current Fee Revenue</b>		<b>Proposed Fee Revenue</b>	
1-10 Employees	\$ 3,800.00	\$ 3,075.00	1-2 Employees
11-50 Employees	\$ 2,200.00	\$ 3,500.00	3-10 Employees
51+ Employees	\$ 1,000.00	\$ 3,850.00	11-50 Employees
		\$ 600.00	51-100 Employees
		\$ 1,350.00	101+ Employees
Multi-Unit Residential	\$ 5,370.00	\$ 6,750.00	Multi-Unit Residential
<b>TOTAL</b>	<b>\$ 12,370.00</b>	<b>\$ 19,125.00</b>	<b>TOTAL</b>

<b># of Business in Durham in Each Proposed Fee Tier</b>					
<b>1-2 - \$75.00</b>	<b>3-10 - \$100.00</b>	<b>11-50 - \$175.00</b>	<b>51-100 - \$300.00</b>	<b>101+ - \$450.00</b>	<b>Multi-Unit Residential - \$75.00 + \$15/unit</b>
41	35	22	2	3	435

<b>Business License Fee Comparison Table</b>						
	<b>Business #1</b>	<b>Business #2</b>	<b>Business #3</b>	<b>Business #4</b>	<b>Business #5</b>	<b>Business #6</b>
<b># of Full-Time Employees (or FTE)</b>	2	10	25	50	100	151
Beaverton	\$ 100.00	\$ 172.00	\$ 352.00	\$ 652.00	\$ 1,252.00	\$ 1,864.00
Forest Grove	\$ 84.00	\$ 139.00	\$ 173.00	\$ 173.00	\$ 219.25	\$ 381.00
Gladstone	\$ 100.00	\$ 135.00	\$ 210.00	\$ 335.00	\$ 585.00	\$ 840.00
Gresham	\$ 80.00	\$ 104.00	\$ 149.00	\$ 224.00	\$ 374.00	\$ 527.00
Hillsboro	\$ 105.00	\$ 145.00	\$ 220.00	\$ 345.00	\$ 595.00	\$ 725.00
King City	\$ 167.00	\$ 167.00	\$ 167.00	\$ 167.00	\$ 167.00	\$ 167.00
Lake Oswego	\$ 200.00	\$ 200.00	\$ 200.00	\$ 350.00	\$ 450.00	\$ 450.00
Milwaukie	\$ 283.00	\$ 363.00	\$ 513.00	\$ 763.00	\$ 1,263.00	\$ 1,773.00
Oregon City	\$ 184.00	\$ 184.00	\$ 184.00	\$ 298.00	\$ 414.00	\$ 414.00
Rivergrove	-	-	-	-	-	-
Tigard	\$ 118.00	\$ 560.00	\$ 1,051.00	\$ 1,051.00	\$ 1,551.00	\$ 1,551.00
Tualatin	\$ 55.00	\$ 60.00	\$ 120.00	\$ 120.00	\$ 240.00	\$ 240.00
Wilsonville	\$ 106.00	\$ 130.00	\$ 175.00	\$ 250.00	\$ 400.00	\$ 553.00
<b>Mean</b>	\$ 131.83	\$ 196.58	\$ 292.83	\$ 394.00	\$ 625.85	\$ 790.42
<b>Median</b>	\$ 105.50	\$ 156.00	\$ 192.00	\$ 316.50	\$ 432.00	\$ 540.00
<b>Durham (Current Fees)</b>	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
<b>Durham (Proposed Fees)</b>	\$ 75.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 300.00	\$ 450.00

*City of Durham, Oregon*

**RESOLUTION NO. 697-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL ADOPTING BUILDING CODE STANDARDS FOR THE CITY OF DURHAM, OREGON**

**WHEREAS**, the City of Durham ("City") adopted Ordinance 275-26 establishing an ordinance, which allows the City of Durham to adopt by resolution the State of Oregon building codes updates developed by the State Building Codes Division (BCD); and

**WHEREAS**, BCD has published online the updated Specialty Codes for adoption; and

**WHEREAS**, pursuant to adopting Ordinance 275-26, the City repealed existing building codes enacted by ordinance; and

**WHEREAS**, the City further desires to repeal and replace Resolution 684-25 in order to update the City's adopted building code standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

1. Durham City Council hereby adopts the following codes as the standards for review of all applications for building and related permits for the construction, reconstruction, maintenance and repair of structures within the City, all as adopted by the Administrator of the State Building Code Division:
  - A. The 2025 Oregon Structural Specialty Code (OSSC);
  - B. The 2025 Oregon Mechanical Specialty Code (OMSC);
  - C. The 2023 Oregon Residential Specialty Code (ORSC);
  - D. The 2023 Oregon Plumbing Specialty Code (OPSC);
  - E. The 2025 Oregon Fire Code (OFC), as adopted by State Rule 837-040-0010 and as adopted and enforced by Tualatin Valley Fire and Rescue or other applicable fire official;
  - F. The 2010 Oregon Manufactured Dwelling Installation Specialty Code (OMDISC);
  - G. The 2025 Oregon Energy Efficiency Specialty Code (OEESC);
2. The City further elects to adopt by reference the following optional provisions contained in Sections R101.2.2 of the 2023 Oregon Residential Specialty Code (ORSC) and 101.2.1 2025 Oregon Structural Specialty Code (OSSC) as part of the City's Standards Applicable to the Building Code.
  - A. Retaining Walls: Retaining walls that are over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall and that support a surcharge. Retaining walls that support an ascending slope exceeding 3:1 or that support a non-soil surcharge.
  - B. Tanks that are located exterior to and not attached to or supported by a regulated building.
  - C. Ground-mounted photovoltaic systems over ten feet in height measured to the highest point of the installation or where public access is permitted beneath the structure.
  - D. Freestanding radio, television, and other telecommunication antennae and towers, not attached to or supported by a regulated building.

- E. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.
  - F. Flagpoles not attached to or supported by a regulated building, and which are over 25 feet in height.
3. Locally Adopted Demolition, Grading, Excavation and Fill Standards.  
 To the extent demolition, grading, excavation, or fill activities are not otherwise regulated under the statutory authority of the State Building Code, the City locally adopts the following standards pursuant to its home rule authority and other applicable local authority.
- A. Demolition: A demolition permit shall be required before any person demolishes a building, structure, regulated appurtenance, or portion thereof when a permit is required by this ordinance, the Durham Development Code, an adopted resolution, or other applicable law. Demolition permits may be conditioned on compliance with applicable state and federal requirements, including asbestos, lead-based paint, erosion control, utility disconnection, right-of-way protection, and site restoration requirements.
  - B. Appendix J – Grading: Appendix J of the adopted edition of the Oregon Structural Specialty Code, together with the corresponding Appendix J provisions of the 2024 International Building Code, except as modified below:
    - a. Delete: Section J103.2 Exemptions. Delete item 1
    - b. Revise: Section J103.2 Exemptions. 1. 100 cubic yards, or 1 foot of depth for fill.
    - c. Add: Section J109.5 Drainage. Drainage shall be provided as required by the geotechnical evaluation. The design and construction of drainage systems shall be in accordance with the applicable requirements of the Oregon Plumbing Specialty Code. Drainage system discharge shall be to an approved location.
    - d. Revise: J110.1 General. Delete former and add: J110.1 General. Erosion Control measures shall be installed and maintained in accordance with Clean Water Services Standards for Erosion Prevention and Sediment Control (EPSC) requirements for the duration of a project.
4. Resolution No. 684-25 is hereby repealed and replaced in its entirety.
5. This Resolution shall take effect immediately upon its passage by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 26<sup>th</sup> day of May 2026.

**CITY OF DURHAM**  
**BY:**

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Joshua Drake, Mayor

**ATTEST:**

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Jordan Parente, City Administrator / Recorder

*City of Durham, Oregon*

**RESOLUTION NO. 698-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR AND CITY ATTORNEY TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE REMEDIATION OF ENCAMPMENTS**

**WHEREAS**, Metro is a municipal corporation formed and operating under ORS Chapter 268 and the Metro Charter, and is a unit of local government authorized to enter in intergovernmental agreements pursuant to ORS 190.003 – 190.030; and

**WHEREAS**, the City of Durham is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010; and

**WHEREAS**, Metro staff and contracted agencies are able and prepared to remove (clean up) solid waste at camping sites on public property (campsites) established by individuals experiencing houselessness; and

**WHEREAS**, the City of Durham desires to renew its contract with Metro to provide services to clean-up homeless camps;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

**1. Section 1. Authorization.**

The City Administrator and City Attorney are authorized to execute the attached intergovernmental agreement between the City of Durham and Metro.

**2. Section 2. No Financial Obligation.**

This Resolution does not obligate the City to any financial expenditures.

**3. Section 3. Authorization to Proceed.**

This resolution shall take effect immediately upon its adoption by the Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 26th day of May 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder



**INTERGOVERNMENTAL AGREEMENT**

METRO Contract No. **XXXXXX**

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) is made pursuant to the authority found in ORS 190.003-190.030 between **City of Durham** (hereinafter the AGENCY) and METRO.

**RECITALS**

WHEREAS, the AGENCY is a political subdivision of the state of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq; and

WHEREAS, METRO is a municipal corporation formed and operating under ORS Chapter 268 and the Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.003-190.030; and

WHEREAS, the AGENCY desires to contract with METRO remove (clean up) solid waste at camping sites established by homeless individuals on public property (campsite). The cleanup will be performed by METRO staff, and by other contracted entities; and

WHEREAS, AGENCY is able and prepared to provide the services required by METRO under the terms and conditions set forth in this Agreement; and

WHEREAS, METRO, is able and prepared to provide the services required by the AGENCY under the terms and conditions set forth in this Agreement; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth below, and pursuant to the provisions of ORS 190.003-190.030, the parties agree to be bound as follows:

**CLEAN UP OF CAMPSITES**

- 1. The following representatives of the AGENCY are authorized to submit written requests to METRO for METRO to clean up campsites:

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

The following representative of the AGENCY is authorized to add to or change the names of persons authorized to submit written requests to METRO for METRO to clean up campsites:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

2. The AGENCY must post notice of the impending cleanup and follow all other procedures set forth in ORS 195.500-195.510 before METRO arrives to clean up a campsite. If the quantity of solid waste at a site is substantial, METRO may, at its own discretion, require the AGENCY to provide one or more drop boxes at the site at the AGENCY'S expense in order for the cleanup to proceed. If a drop box is necessary, METRO will notify the AGENCY about the drop box requirement after the AGENCY submits the required form and schedules the cleanup date. AGENCY is specifically responsible for ensuring that the requirements of ORS 195.500-195.510 are met.
3. The AGENCY must submit all requests for METRO to clean up campsites in writing, using forms provided by METRO and substantially similar to Exhibit A to this Agreement. The AGENCY must submit the forms to METRO's RID Patrol program ([ridpatrol@oregonmetro.gov](mailto:ridpatrol@oregonmetro.gov)) no less than three days prior to the posting date to ensure METRO availability on the proposed cleanup date.
4. The AGENCY is responsible for assuring that campsites are vacated prior to the scheduled METRO cleanups. The AGENCY is responsible for determining and identifying what qualifies as "personal property" at the campsite as that term is defined in ORS 195.505.
5. METRO will clean up campsites as requested by the AGENCY provided that the AGENCY makes a written request under Paragraph 3 of this Agreement and provides all information METRO requires. A representative from the AGENCY must be present at the time of the cleanup unless other arrangements are agreed upon by both METRO and the AGENCY. If a representative is not present, METRO has no obligation to proceed with the clean up at the campsite. At the time of the cleanup, METRO will collect all items the AGENCY identifies as personal property and, contingent upon both Parties' prior agreement and METRO's capacity to do so, deliver them to the AGENCY for storage at the following location (see ORS 195.505).

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



## **INTERGOVERNMENTAL AGREEMENT**

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6. METRO may determine that the conditions at a campsite are too unsafe to complete the cleanup or post notice of the cleanup.
  - (a) The cleanup of campsites containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of the work crews that are contracted by METRO to clean up campsites. METRO and METRO-contracted work crews will not clean up any campsite where known or suspected hazardous materials are present. In the event a METRO or METRO-contracted work crew discovers known or suspected hazardous materials at a campsite, the work crew supervisor must immediately cease cleaning up until the appropriate hazardous materials authority inspects the site and declares or makes it safe.
  - (b) METRO will not clean up campsites in which METRO determines, in its sole discretion, that conditions are unsafe. If a METRO-contracted work crew discovers unsafe conditions at a campsite (including without limitation, difficult terrain, traffic safety issues, or the presence of homeless individuals), the work crew will immediately cease cleaning up until the site is inspected and the work crew supervisor determines that the site is safe to clean up.
  - (c) METRO will promptly notify the AGENCY of any campsite that METRO determines is too unsafe to clean up.

### **CONTRACT COSTS**

7. METRO is responsible for the costs it incurs in the performance of its responsibilities described in Paragraph 5 of this Agreement and for all other costs related to this Agreement that METRO directly incurs. The AGENCY is responsible for all costs it incurs in the performance of its responsibilities of this Agreement and for all other costs related to this Agreement that the AGENCY directly incurs.

### **INDEMNIFICATION AND LIABILITY**

8. Up to the limits of the Oregon Tort Claims Act and subject to limitations in the Oregon Constitution, the AGENCY agrees to indemnify, defend, and hold harmless METRO and METRO's officers, employees, contractors, and agents from all claims, suits, actions, and expenses of any nature resulting from, arising out of, or regarding:
  - (a) the acts, errors, or omissions of the AGENCY and its officers, employees, work crews and agents; and



**INTERGOVERNMENTAL AGREEMENT**

- (b) any failure of the AGENCY or its officers, employees, or agents, to comply with the provisions of ORS 195.505, specifically including, but not limited to, a failure to properly post a removal notice or to accurately identify personal property at a campsite.

**DISPUTE RESOLUTION**

- 9. If a claim, controversy, or dispute arises out of this Agreement, the complaining party must give written notification to the other party of the nature of the claim and the remedy requested within 10 days of the incident that forms the basis of the dispute.
- 10. The laws of the state of Oregon govern this Agreement. The parties agree to resolve all claims, controversies or disputes that arise out of this Agreement by arbitration in accordance with the arbitration rules of the Arbitration Service of Portland. The arbitration must take place in Portland, Oregon, unless the Parties mutually agree to another location. Any judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction thereof.

**CONTRACT ADMINISTRATION**

- 11. METRO designates its Waste Prevention and Environmental Services Department Director or designee to represent METRO in all matters pertaining to this Agreement.
- 12. Except as provided in paragraphs 3 and 6(c), any notice or notices provided for by this Agreement or by law to be given or served upon either party must be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

For the AGENCY

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

For METRO

Stephanie Rawson  
Community Stewardship Manager  
METRO  
600 NE Grand Avenue  
Portland, OR 97232

**CONTRACT TERM, MODIFICATION, TERMINATION AND OTHER STANDARD PROVISIONS**

- 13. This Agreement is effective beginning on the day it is fully executed by both parties and continues in effect through **June 30, 2031**, unless extended by written amendments signed by authorized representatives of both parties.



**INTERGOVERNMENTAL AGREEMENT**

- 14. Either party to this Agreement may terminate the Agreement for any reason or no reason at all by giving the other party not less than 30 days written notice.
- 15. This Agreement constitutes the entire agreement between the parties. This Agreement may only be amended by written agreement of the parties. Any amendment to this Agreement becomes effective after it is signed by authorized representatives of both METRO and the AGENCY.
- 16. All terms and conditions necessary to be inserted into public contracts in the state of Oregon are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the AGENCY and all employers working under this Agreement are subject employers that will comply with ORS 656.017.
- 17. The AGENCY may not assign, delegate, or subcontract any of its responsibilities under this Agreement without prior written consent from METRO.
- 18. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the full extent of the law.
- 19. This Agreement does not vest in any third party any rights, nor is it enforceable by any third party in any legal, equitable, or administrative proceeding whatsoever.

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

**AGENCY:** \_\_\_\_\_

**METRO**

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephanie Rawson  
Community Stewardship Manager  
Waste Prevention and Environmental  
Services

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

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

By: \_\_\_\_\_

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



Metro

600 NE Grand Ave.  
Portland, OR 97232-2736

## INTERGOVERNMENTAL AGREEMENT

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APPROVED AS TO FORM:  
AGENCY Attorney

By: \_\_\_\_\_

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

APPROVED AS TO FORM:  
Metro Attorney

By: \_\_\_\_\_

Shane Abma  
Senior Metro Attorney

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

DRAFT

*City of Durham, Oregon*

**RESOLUTION NO. 699-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL, OREGON, ACCEPTING A METRO LOCAL SHARE GRANT AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH METRO**

**WHEREAS**, Metro’s 2019 Parks and Nature Bond established the Local Share Program to support community-based investments in parks, trails, natural areas, and equitable access to nature; and

**WHEREAS**, the Metro Local Share allocation to the City of Durham is \$310,665 for related investments in Durham; and

**WHEREAS**, the residents of Durham responded to a survey, requesting the City prioritize ADA access and trail improvements to Durham Park to improve accessibility, connectivity, and inclusiveness; and

**WHEREAS**, the City Council finds that accepting the grant funding and entering into an intergovernmental agreement with Metro is in the public interest and supports the City’s goals of expanding equitable access to parks and nature;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

**Section 1. Grant Acceptance.**

The City Council hereby accepts the Metro Local Share grant award in the amount of \$310,665 for the Durham Park ADA Access & Trail Connection Project.

**Section 2. Authorization to Execute.**

The City Council authorizes the City Administrator to negotiate and execute an intergovernmental agreement (IGA) and any related grant documents with Metro necessary to receive and administer the grant funds.

**Section 3. Project Administration.**

The City Council authorizes City staff to undertake all actions necessary to implement the project, including procurement, permitting, contracting, reporting, and grant compliance activities consistent with Metro requirements.

**Section 5. Effective Date.**

This Resolution shall take effect immediately upon passage.

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**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 26th day of May 2026.

**CITY OF DURHAM**

**BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

DRAFT

*City of Durham, Oregon*

**RESOLUTION NO. 700-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL, OREGON UPDATING A MASTER FEE SCHEDULE FOR THE CITY OF DURHAM, OREGON**

**WHEREAS**, the City of Durham (“City”) adopts fees and charges that are necessary to cover programmatic expenses, and;

**WHEREAS**, the City’s fees do not reflect current market conditions, and;

**WHEREAS**, Oregon State law allows local jurisdictions to recover actual costs; and

**WHEREAS**, the City previously adopted multiple different fee resolutions to address different fees, and also adopted some fees via ordinance; and

**WHEREAS**, the City desires to ultimately consolidate all previously adopted fees into one resolution; and

**WHEREAS**, while the fee schedule adopted by this resolution reflects many of the City’s current fees, some fees may still exist in City ordinances. The City resolves to update the fee schedule periodically to reflect those fees currently captured in other City ordinances or resolutions, as time and resources allow.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

1. The fees attached in “Exhibit A” are hereby adopted. The fees in “Exhibit A” supersede and replace all fees previously established in Resolutions 694-26 and all other resolutions that establish fees of the types expressly set forth herein.
2. City Council resolves to update the fees attached in “Exhibit A” periodically and to review, update, and consolidate all City fees into one fee schedule, to the reasonable extent permitted by City time and resources. The City Administrator is authorized to correct any scrivener’s errors that may be found in Exhibit “A” during codification.
3. City Council hereby ratifies and authorizes all fees charged by the City of Durham prior to the effective date of Resolution 700-26, to the extent required. If any provision of this Master Fee Schedule are held to be invalid, illegal, or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect.
4. This Resolution shall be effective immediately upon its adoption by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon, this 26<sup>th</sup> day of May, 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

*City of Durham, Oregon*

**RESOLUTION 694-26 EXHIBIT “A”**

**MASTER FEE SCHEDULE**

*Effective May 26, 2026*

**Table of Contents**

**General Fees** .....2

**Billable Hourly Rates** .....2

**Business License Fees** .....2

**Miscellaneous Administration Fees** .....2

**Public Records Fees**.....2

**Right of Way (ROW) Permit Fees** .....3

**Telecom Annual License Fee** .....3

**Tree Removal and Mitigation Fees Unrelated to Development**.....3

**Small Cell Wireless License**.....3

**Development Actions** .....4

**Definitions:** .....4

**Development Fees (Continued)**.....5

DRAFT

## General Fees

### Billable Hourly Rates

Any work performed by staff for research or review during regular business hours. Overtime hours shall be billed as the calculated hourly rate multiplied by 125 percent. The City Administrator is authorized to adjust calculated billings to reflect the impact of unusual circumstances or situations.

City Staff	Billable Hourly Rates
City Attorney	City's Actual Cost + 10% administration fee
City Engineer	City's Actual Cost + 10% administration fee
City Planner	City's Actual Cost + 10% administration fee
City Arborist	City's Actual Cost + 10% administration fee
Administrative Assistant, City Administrator, or Other Staff	\$175 per hour

### Business License Fees

Item	Fee
Apartment Business License	\$75 + \$15 Per Unit
Business License 1-2 Employees	\$75
Business License 3-10 Employees	\$100
Business License 11-50 Employees	\$175
Business License 51-100 Employees	\$300
Business License 101 or more Employees	\$450
Late Business License Renewals	10% of business license fee per month delinquent

### Miscellaneous Administration Fees

Item	Fee
NSF Check Charge	\$25 + City's Actual Cost
Special Use Permit	\$75 Per Use

### Public Records Fees

Item	Charge	Charge Basis
Lien Search Request	\$40.00	Per Search
Photocopy and Printing	\$1 for black and white; \$2 for color	Per Impression
Public Records Request 1	City Staff time + copies and materials, or,	\$50 per hour, charged per 15 min increment, first 15 min. free (\$25 minimum) + copies and materials
Public Records Request 2	Contracted City Staff rate + copies and materials	actual charge + copies and materials
Postage and Materials	Actual Cost	Per Item
Other City-created documents	Staff Billable hours + materials	

## Right of Way (ROW) Permit Fees

Item	Improved Surface Fee
Construction Permit	\$150 permit fee plus \$150 inspection fee, or, 4% of total construction value, whichever is greater
Sidewalk/Driveway Apron Permit	\$150 permit fee plus \$150 inspection fee, or, 4% of total construction value, whichever is greater
Inspection Fee	\$150.00

## Telecom Annual License Fee

Item	Fee
Franchise/Telecom License; (Due 12.31 for coming year)	Greater of \$3,000 annually or 5% of gross revenue, as stated in the franchise ordinance.
Interest on fees not paid	9% compounded daily from due date until paid

## Tree Removal and Mitigation Fees Unrelated to Development

Item	Fee
Tree Removal: (B) Dead or Declining	\$50 per tree
Tree Removals: (A) Hazard, (C) Property Damage, (D) One Tree Per Year, (E) Emergency	\$150 per tree
Tree Removal: (F) Issued Building Permit	\$250 Per Tree for first five trees; \$500 per tree for each additional tree removed
In-Lieu of Tree Mitigation Fee	\$500 per tree not mitigated

## Small Cell Wireless License

Item	Fee
ROW Application for siting Small Cell Wireless Facilities on existing infrastructure	\$500 for up to 5 sites & \$100 for each additional
New Small Cell Supports in ROW	\$1,000 per new support structure
Per attachment in the Right of Way; (Due 12.31 for coming year)	\$270
Interest for fees not paid	9% compounded daily from due date until paid

## ***Development Fees***

### **Development Actions**

#### **Definitions:**

Fee: a sum paid or charged for a city service.

Deposit: an act of placing an amount of money with the city to use for development expenditure.

Development Costs: The applicant is required to bear the full cost of the development review process, including but not limited to costs and fees for the City's planning consultant, engineer and attorney. The development fee schedule listed below represents an estimate of the minimum fees to cover these costs.

The initial application fee will be based on this schedule. If the City's fees exceed those initially paid, the City will invoice the applicant for such additional fees. The City will invoice the applicant for all fees accrued at the end of each phase of the development review process. All such invoices shall be paid to the City before the City processes the succeeding phase(s) of the development review process.

If any fee invoiced is not paid when due, the amount invoiced shall bear interest at the legal rate from the date of the invoice until payment is received. If collection action becomes necessary, the applicant agrees to pay the City's attorney fees and all costs of collection, including preliminary fees and costs, and those awarded at trial and on appeal.

Any questions regarding the applicant's obligations to pay fees under this paragraph shall be addressed to the City Administrator.

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## Development Fees (Continued)

Item	Fee
Adjustment	\$500 + City's Actual Cost
Appeal: Types 1, 2, and 3	\$250 + City's Actual Costs allowed under ORS 227.175.10
Appeal to City Council	\$2,000 + City's Actual Cost
Hearings Officer	\$250 + City's Actual Cost
Business Park Overlay Development	\$2,500 + City's Actual Cost
Comprehensive Plan Amendment	\$6,000 + City's Actual Cost
Conditional Use	\$3,000 + City's Actual Cost
Demolition	\$250 + City's Actual Cost
Grading Permit	\$250 + City's Actual Cost
Wall Permit	\$250 + City's Actual Cost
Tree Removals	\$250 Per Tree for first five trees; \$500 per tree for each additional tree removed
In-Lieu of Tree Mitigation Fee	\$1,500 per tree not mitigated
Expedited Land Division -- Tentative	\$2,500 + City's Actual Cost
Middle Housing Land Division	\$2,500 + City's Actual Cost
Mandatory Adjustments	\$2,500 + City's Actual Cost
Development Review (Site & Design Review)	\$400 + City's Actual Cost
Final Plat Review -- Partition	\$1,500 + City's Actual Cost
Flood Management	\$2,500 + City's Actual Cost
Final Plat Review -- Subdivision	\$3,000 + City's Actual Cost
Land Use Compatibility Statement & DMV Permit	\$250 + City's Actual Cost
Legal Lot Determination	\$1,000 + City's Actual Cost
Partition -- Tentative/Preliminary	\$2,500 + City's Actual Cost
Pre-Application Meeting	\$500 for first hour + City's Actual Cost
Property Line Adjustment	\$1,500 + City's Actual Cost
Sign Permit	\$250 Type I; \$700 Type II; \$2,000 Comprehensive Sign Program
Staff Time (Per Hour)	See Billable Hourly
Street Creation/Vacation	\$4,000 + City's Actual Cost
Subdivision -- Tentative/Preliminary	\$5,500 up to four lots + \$100 per lot for every additional lot
Temporary Use	Temporary Use -- \$100 for 90 days or less; \$300 for over 90 days, \$500 for over one year, not to exceed 18 months
Text Amendment	\$8,000 + City's Actual Cost
Variance (Requires Public Hearing)	\$3,500 + City's Actual Cost
Comprehensive Plan/Zoning Map Amendment -- Legislative	\$8,000 + City's Actual Cost
Comprehensive Plan/Zoning Map Amendment -- Quasi-Judicial	\$8,000 + City's Actual Cost
Minor or Major Modification to an Existing approved land use	Same fee as original application fee and process used to approve original application.



# City of Durham

17160 SW Upper Boones Ferry Road  
Durham, Oregon 97224

website: durham-oregon.us  
e-mail: cityofdurham@comcast.net  
phone: 503.639.6851

**Jordan Parente - City Administrator**

**Wyatt Bean - Administrative Assistant**

## MEMORANDUM

DATE: May 26<sup>th</sup>, 2026  
TO: City Council  
FROM: Jordan Parente  
RE: Proposed Building Fee Schedule Increase

The City of Durham provides building services through an intergovernmental agreement (IGA) with the City of Tualatin. Under that agreement, Durham is required to maintain building permit fees that are not less than the fees charged by Tualatin. Tualatin has notified Durham that it will increase its building fees by 5% effective July 1, 2026, and that it intends to implement an additional 20% increase in August 2026. Applied sequentially, those two increases equal a 26% overall increase.

To maintain compliance with the IGA and avoid adopting a second fee increase shortly after the first, the City Administrator recommends that City Council approve a single 26% increase to Durham’s building fees effective July 1, 2026. This approach provides a clearer and more predictable fee schedule for applicants, developers, and staff while aligning Durham’s fees with the planned Tualatin increases.

In addition to the general 26% increase, the City Administrator recommends adopting several related adjustments identified by the Building Official as planned for implementation by Tualatin in August 2026. These include introducing new permit fees for ventilation, plumbing re-pipe by floor and permitting medical gas systems. For consistency, additional proposed increases include increasing all plan check fees to 70% of the permit fee across applicable disciplines and increasing hourly and flat-rate fees to \$125. The City intends to introduce a graduated temporary certificate of occupancy fee system, a two-tiered administrative fee for issuing refunds and increasing the technology fee from 3% to 5%. These changes are intended to improve consistency across the fee schedule, better reflect the cost of providing building services, and ensure that Durham remains aligned with the building program administered through Tualatin.

Even with the proposed increase, Durham’s building fees are expected to remain among the lowest in the region. The proposed changes are therefore not intended to exceed regional norms, but rather to keep Durham’s fees compliant with the IGA, consistent with the cost of service, and aligned with the building program on which the City relies.

In accordance with state law, the City Administrator has notified the State Building Codes Division of the proposed fee changes. The proposed resolution would adopt the updated building fee schedule effective July 1, 2026.

**Recommendation:** Staff recommends that City Council approve the proposed resolution adopting the updated building fee schedule, including the 26% building fee increase and the related plan check, hourly, and flat-fee adjustments effective July 1, 2026.

*City of Durham, Oregon*

**RESOLUTION NO. 701-26**

**A RESOLUTION OF DURHAM CITY COUNCIL ESTABLISHING BUILDING PERMIT FEES FOR THE CITY OF DURHAM, OREGON**

**WHEREAS**, the Durham City Council has adopted Resolution 679-25 as established with the provisions of the intergovernmental agreement (IGA) with the City of Tualatin to provide building plan check and inspection services for the City of Durham; and;

**WHEREAS**, section 4D of said IGA states that the City of Durham will charge not less than those fees charged by the City of Tualatin for Building Services and will adjust fees within sixty days of City of Tualatin providing notice of an increase in its fees, and;

**WHEREAS**, the City of Tualatin provided notice of a scheduled 5% building permit fee increase, fee changes, and an additional fee increases of 20% anticipated for August 2026; and

**WHEREAS**, for efficiency, City Staff propose one increase and emailed a Notice of Fee Change to the State building Codes Division on May 25<sup>th</sup>, 2026, as required by ORS 455.210; and

**WHEREAS**, the City has provided the notice for and allowed public comment on the proposed fee increases as required by State law.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

1. Fees for building permits in the City of Durham are hereby established as set forth in “Exhibit A” which is attached hereto and incorporated by reference. The fees in “Exhibit A” supersede and replace all fees previously established in Resolutions 679-25, and all other resolutions that establish fees of the types expressly set forth herein.
2. City Council resolves to continually update the Building Permit Fee Schedule, attached in “Exhibit A”, per the City of Tualatin Intergovernmental Agreement.
3. City Council hereby ratifies and authorizes all fees charged by the City of Durham prior to the effective date of Resolution 701-26, to the extent required. If any provision of this Building Permit Fee Schedule are held to be invalid, illegal, or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect.
4. The City of Durham’s new building permit fees shall become effective July 1, 2026.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon, this 26<sup>th</sup> day of May, 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

## BUILDING FEES

Building fees include structural, mechanical, and plumbing charges. Fees are applicable to all residential and commercial properties unless otherwise specified.

### Mechanical Permits

#### Residential

Permit	Fiscal Year 2025-2026 Base Fee	Proposed FY 2026-2027 Base Fee	
Minimum permit fee	\$121.30	\$152.84	
<b>Heating/Cooling:</b>			
Furnace	\$27.55	\$34.72	
Air Conditioner	\$27.55	\$34.72	
Gas Heat Pump	\$27.55	\$34.72	
Ductwork	\$27.55	\$34.72	
Hydronic Hot Water System	\$27.55	\$34.72	
Residential Boiler (radiator or hydronic)	\$27.55	\$34.72	
Unit Heaters (fuel-type, not electric)	\$27.55	\$34.72	
Flue/Vent for any of the above	\$27.55	\$34.72	
<b>Other Flue Appliances:</b>			
Water Heater	\$27.55	\$34.72	
Gas Fireplace	\$55.10	\$69.43	
Flue Vent for Water Heater or Gas Fireplace	\$27.55	\$34.72	
Log Lighter	\$27.55	\$34.72	
Wood/Pellet Stove	\$27.55	\$34.72	
Chimney / Inner / Flue / Vent	\$27.55	\$34.72	
<b>Environmental Exhaust and Ventilation:</b>			
Range Hood / Other Kitchen Equipment	\$27.55	\$34.72	
Clothes Dryer	\$27.55	\$34.72	
Single Duct Exhaust (Bathrooms, Toilet	\$27.55	\$34.72	
Attic / Crawl space fans	\$27.55	\$34.72	
Radon Mitigation	\$55.10	\$69.43	
<b>Fuel Piping:</b>			
For First Four Outlets	\$27.55	\$34.72	
For Each Additional Outlet	\$16.55	\$20.86	

#### Mechanical Commercial/Industrial

Valuation shall be calculated on the value of the equipment and installation costs.

Use this section for commercial installation, replacement or relocation of non-portable mechanical equipment, or mechanical work not covered previously. Indicate the value of all mechanical labor, materials, and equipment.

Permit	Fiscal Year 2025-2026 Base Fee	Plus each additional over the base fee	Proposed FY 2026-2027 Base Fee	Proposed FY 26-27 Additional Fee
Minimum permit fee - \$0 to \$500*	\$121.30		\$152.84	
\$501 to \$2,000**	\$121.30	\$4.40	\$152.84	\$5.54
\$2001 to \$25,000**	\$187.30	\$34.20	\$235.94	\$43.08
\$25,001 to \$50,000**	\$973.90	\$26.45	\$1,226.78	\$33.33
\$50,001 to \$100,000**	\$1635.15	\$17.10	\$2,060.03	\$21.54
Over \$100,000**	\$2490.15	\$15.35	\$3,137.03	\$19.34

\*Permit category stipulates additional over each \$100.

\*\*Permit category stipulates additional over each \$1,000.

**Initial Mechanical Plan Review Fees:** **70% of the permit fees.**

<b>Plumbing Permits</b>			
<b>Permit</b>	<b>Fiscal Year 2025-2026 Base Fee</b>	<b>Proposed FY 2026-2027 Base Fee</b>	
Minimum permit fee	\$132.50	\$166.96	
<b>Total bathrooms per dwelling</b>			
1 bath dwelling (includes 1 kitchen)	\$341.75	\$430.61	
2 bath dwelling (includes 1 kitchen)	\$430.00	\$541.80	
3 bath dwelling (includes 1 kitchen)	\$530.00	\$667.80	
Additional bathroom/kitchen	\$176.50	\$222.40	
Re-pipe SFR	\$176.50	First Floor \$176.50	
		Each Additional Floor \$80.00	
<b>Site Utilites:</b>			
Catch Basin or Area Drain	\$27.55	\$34.72	
Drywell, Leach Line, or Trench Drain	\$55.10	\$69.43	
Manufactured Home Utilities*	\$82.70	\$104.21	
Manholes	\$27.55	\$34.72	
Rain Drain Connector	\$27.55	\$34.72	
Utilities (Sewer, Storm, Water) first 100 feet	\$82.70	\$104.21	
Utilities (Sewer, Storm, Water) each additional 100 feet or fraction thereof	\$66.15	\$83.35	
<b>Fixture or Item:</b>			
Absorption Valve	\$27.55	\$34.72	
Backflow Preventer	\$55.10	\$69.43	
Backwater Valve	\$27.55	\$34.72	
Clothes Washer	\$27.55	\$34.72	
Dishwasher	\$27.55	\$34.72	
Drinking Fountain	\$27.55	\$34.72	
Ejectors/Sump	\$55.10	\$69.43	
Expansion Tank	\$27.55	\$34.72	
Fixture/Sewer Cap	\$27.55	\$34.72	
Floor Drain / Floor Sink / Hub	\$27.55	\$34.72	
Garbage Disposal	\$27.55	\$34.72	
Hose Bib	\$27.55	\$34.72	
Ice Maker	\$27.55	\$34.72	
Interceptor / Grease Trap	\$165.35	\$208.34	
Primer	\$27.55	\$34.72	
Roof Drain (commercial)	\$27.55	\$34.72	
Sink / Basin / Lavatory	\$27.55	\$34.72	
Tub / Shower / Shower Pan	\$27.55	\$34.72	
Urinal	\$27.55	\$34.72	
Water Closet	\$27.55	\$34.72	
Water Heater	\$27.55	\$34.72	
*Includes the first 100 ft. of water piping, wastewater and storm water lines, hose bibs, icemakers, under floor low point drains, and rain drain packages that include the piping, gutters, downspouts, and perimeter system.			
<b>Plumbing Commercial/Industrial:</b>			
Valuation shall be calculated on the value of the equipment and installation costs.		<b>Proposed FY 2026-2027 Fee</b>	
Initial plumbing plan review fees	45% of the plumbing permit fees	45% of the plumbing permit fees	
Medical Gas permits	Value / 1000 x 6.9 +37.45 = Permit Fee	Value / 1000 x 6.9 +37.45 = Permit Fee	
Medical Gas Miniomum Fee		\$145.85	
Medical Gas Plan Review	65% of the permit fees	70% of the permit fees	

<b>Manufactured Homes</b>			
All jurisdictions in the Tri-County area shall charge a single fee for the installation and set-up of manufactured homes. This fee shall include the concrete slab, runners, or foundations when they comply with the prescriptive requirements of the Oregon Manufactured Dwelling standard, electrical feeder and plumbing connections, and all cross-over connections.			
<b>Permit</b>	<b>Fiscal Year 2026-2027 Base Fee</b>	<b>Proposed FY 2026-2027 Fee</b>	
Permit fee	\$420.00	\$504.00	
Manufactured dwelling parks and mobile	Per current State Permit Fee		
Statewide Code Development, Training and Monitoring Fee	\$30.00	\$36.00	
<b>Permit Related Fees</b>			
<b>Permit</b>	<b>Fiscal Year 2025-2026 Base Fee</b>	<b>Proposed FY 2026-2027 Fee</b>	
State surcharge shall be collected in an amount as required by State law on all permit fees.			
Prescriptive Solar PV Installation	\$189.00	\$250.12	
Non-prescriptive Solar PV Installation	See building valuation table		
Plan review fees required/requested changes, additions and revisions.	\$100.00 per hour	\$125.00 per hour	
Re-inspection fees	\$105.00	\$125.00	
Inspections outside of normal business hours (min.2 hours)	\$105.00 per hour	\$125.00 per hour	
Inspection for which no fee is specifically stated (min. charge one-hour)	\$105.00 per hour	\$125.00 per hour	
Plan reviews not designated elsewhere	30% of the permit fee	70% of the permit fee	
Pre-Submittal Fee	\$100.00	\$125.00	
Temporary Certificate of Occupancy		First 3 Months	\$300.00
		Fourth Month	\$590.00
		Fifth Month	\$1180.00
		After Fifth, per Month	\$2359.00
Building Re-Evaluation Fee	Hourly basis, Minimum 2 hours	Hourly basis, Minimum 2 hours	
Technology fee – applies to all programs unless specified	3% of the permit fee	5% of the permit fee	
Deferred Submittal fee (per Deferred Submittal)	65% of permit fee calculated using the value of the deferred portion with a minimum of	70% of permit fee calculated using the value of the deferred portion with a minimum of \$301	
Phased permit fee (per phase)	\$360.00 + 10% of total project permit fee (not to exceed \$1,500.00 per phase)	\$360.00 + 10% of total project permit fee (not to exceed \$1,500.00 per phase)	
Administrative Fee for Refund		Simple	\$35.00
		Complex	\$250.00
Permit Extension Fee	\$100.00	\$125.00	
Change of Contractor Fee	\$100.00	\$125.00	



# City of Durham

17160 SW Upper Boones Ferry Road  
Durham, Oregon 97224

**Jordan Parente - City Administrator**

website: durham-oregon.us  
e-mail: cityofdurham@comcast.net  
phone: 503.639.6851

**Wyatt Bean - Administrative Assistant**

May 15, 2026

State of Oregon Building Codes Division  
PO Box 14470  
Salem, Oregon 97309-0404

## **Re: Proposed Adoption of Building Permit Fee Increase**

Dear Mr. Donovan,

Please accept this as notification that, in accordance with Oregon Administrative Rule 918-020-0220, the City of Durham is notifying the Building Codes Division of a proposed adoption of fees. The purpose of the fee increase is to comply with the City of Durham's Intergovernmental Agreement (IGA) with the City of Tualatin. The increase enables Tualatin's continued provision of building plan review and inspection services for the City of Durham. The City of Durham was notified by the City of Tualatin that they intend to do an additional 20% fee increase in August 2026, following their annual 5% increase on July 1<sup>st</sup>. The City of Durham wishes to consolidate these increases into a single 26% fee increase effective July 1, 2026. This increase affects the Structural, Mechanical, and Plumbing specialty code programs. Additional fees that are not currently addressed and are being added to the fee schedule, are provided in the attached exhibit, and include: whole house ventilation, multipurpose or continuous loop suppression system, and related investigative, use change, certificate of occupancy and permit reinstatement fees. The City is also changing the methodology that some fees are charged, which is also provided in the exhibit, below. These changes include: re-pipe SFR (by floor instead of flat fee), medical gas permits (consistent with other fee structures), plan review (70% of permit fee) and \$125 per hour plan review flat fee (for consistency), temporary certificate of occupancy (by duration of months), simple or complex administrative flat fees for refunds, and an increase in technology fee from 3% to 5%.

Fee increases offset building program inflationary costs and allows stable funding to maintain sufficient staffing levels for program enforcement. Our IGA requires that Durham charge not less than those fees charged by the City of Tualatin for building services. The City of Tualatin has notified the City of Durham of its intent to increase fees, and Durham needs to adjust its fees within sixty days. The proposed fee schedule change allows Durham to uphold its' IGA requirements and keep pace with rising costs.

Please find attached the proposed fee schedule change compared to the City's current adopted fee schedule. The last building fee increase was approved in June 2025. As mentioned above, the new fee increase will become effective July 1<sup>st</sup>, 2026.

A public hearing will be held at 7:30 p.m. on May 26<sup>th</sup>, 2026, at the regularly scheduled City Council meeting. This notice is provided pursuant to the notification requirements of OAR 918-020-0220 and ORS 455.210.

If you or any other interested parties have questions regarding the proposed fee schedule change, please contact our office at 503.639.6851 or by email to [j.parente@durhamoregon.gov](mailto:j.parente@durhamoregon.gov).

Sincerely,

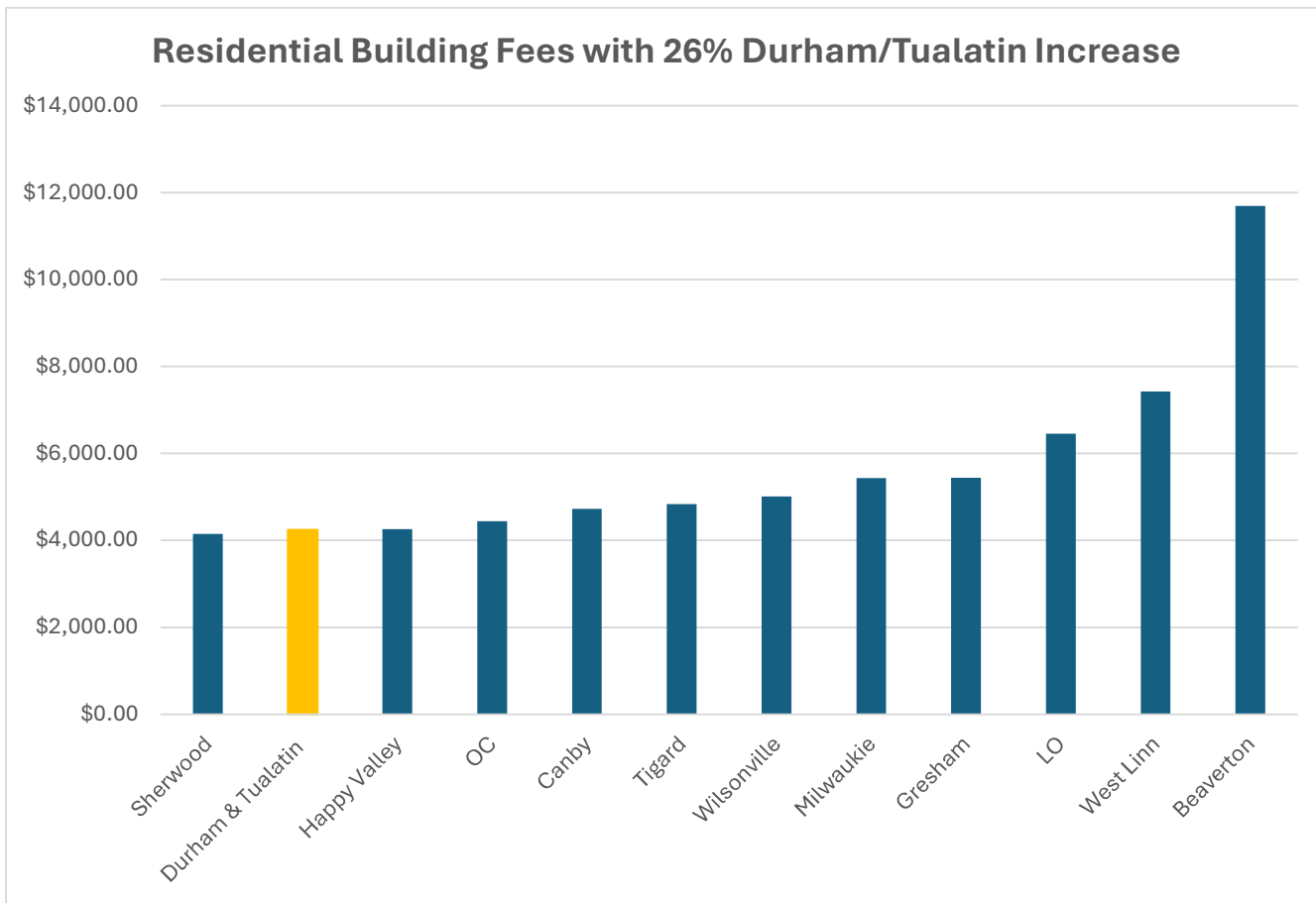
Jordan Parente  
City Administrator  
City of Durham, Oregon

Cc: Samantha Vandagriff, Building Official, City of Tualatin  
[svandagriff@tualatin.gov](mailto:svandagriff@tualatin.gov)

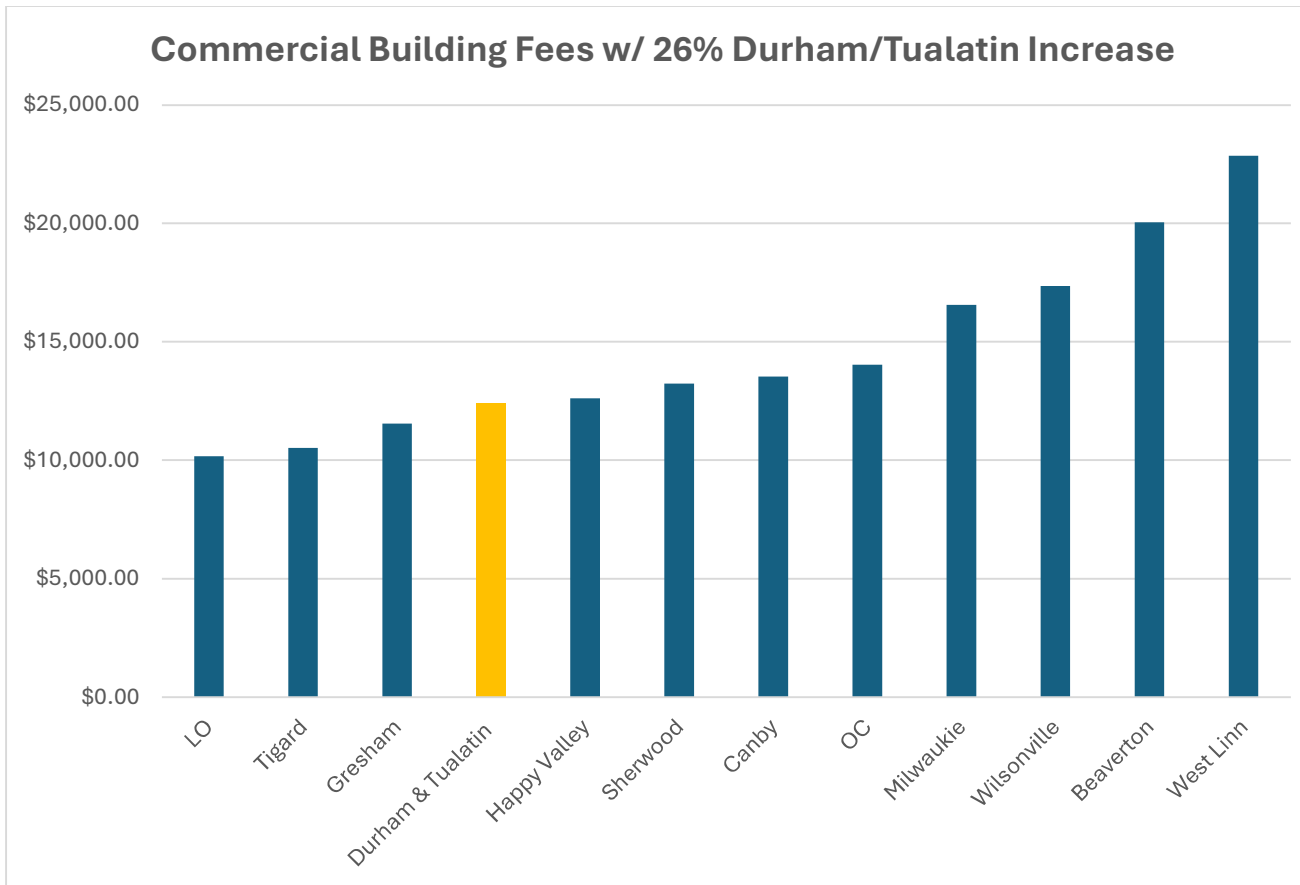
**Exhibit - Building Permit Fee Additions and Methodology Change**

<b>Not Currently addressed</b>		
Whole House Ventilation		\$26.25
<b>Multipurpose or Continuous Loop Suppression Systems</b>		
0 sq. ft. to 2,000 sq. ft.		\$165.00
2,001 sq. ft. to 3,600 sq. ft.		\$275.00
3,601 sq. ft. to 7,200 sq. ft.		\$400.00
7,201 sq. ft. and greater		\$580.00
Investigation Fee		\$125.00 per hour
Change of Use Fee		\$300.00
Certificate of Occupancy		\$300.00
Permit Re-Instatement Fee		\$125.00
<b>Adjust to per floor rather than a flat fee</b>		
Re-pipe SFR	First floor	\$176.50
	Each additional floor	\$80.00
<b>New fee structure to be consistent with other fee structures</b>		
Medical Gas permits	Base Fee	Fee
\$1 to \$5,000*	\$115.75	\$1.50
\$5,001 to \$10,000*	\$187.75	\$4.50
\$10,001 to \$100,000**	\$408.25	\$11.25
Over \$100,000**	\$1,420.75	\$7.80
Minimum permit fee	\$115.75	\$0.00
*Permit category stipulates additional over each \$100.		
**Permit category stipulates additional over each \$1,000.		
Current fee layout:		
Medical Gas permits	$\text{Value} / 1000 \times 6.9 + 37.45 = \text{Permit Fee}$	
<b>Consistency</b>		
Plan review fees, all disciplines	70% of the permit fees.	
Make all 'per hour and flat' fee based \$125 for consistency		
<b>Make a graduating TCO fee to encourage completion. (Based on Portland 2024)</b>		
Temporary Certificate of Occupancy	First Three Month	\$300.00
	Fourth Month	\$590.00
	Fifth Month	\$1,180.00
	After fifth, per month	\$2,359.00
<b>Changing from a percentage to a flat fee to simplify the process</b>		
Administrative Fee for Refunds	Simple	\$35.00
	Complex	\$250.00
<b>Adjusting from 3 to 5% to account for cost of new tech</b>		
Technology fee	5% of the permit fee	

Residential Building Fees Comparison													
\$371,280 valuation	Durham & Tualatin	Sherwood	Durham & Tualatin	Happy Valley	OC	Canby	Tigard	Wilsonville	Milwaukie	Gresham	LO	West Linn	Beaverton
	Current		26% Inc										
<b>Building Permit</b>	<b>\$1,945.95</b>	\$2,105.74	<b>\$2,335.14</b>	\$2,407.48	\$2,509.32	\$2,229.00	\$2,732.78	\$2,363.52	\$2,906.25	\$3,072.16	\$3,646.57	\$4,196.00	\$6,422.55
<b>Plan Chk</b>	<b>\$1,362.17</b>	\$1,789.88	<b>\$1,634.60</b>	\$1,564.86	\$1,631.06	\$2,229.00	\$1,776.31	\$2,363.52	\$2,179.69	\$1,996.90	\$2,370.27	\$2,727.40	\$4,495.79
<b>State Surcharge</b>	<b>\$233.51</b>	\$252.69	<b>\$280.22</b>	\$288.90	\$301.12	\$267.48	\$327.93	\$283.62	\$348.75	\$368.66	\$437.59	\$503.52	\$770.71
<b>Totals</b>	<b>\$3,541.63</b>	\$4,148.31	<b>\$4,249.95</b>	\$4,261.24	\$4,441.50	\$4,725.48	\$4,837.02	\$5,010.66	\$5,434.69	\$5,437.72	\$6,454.43	\$7,426.92	\$11,689.04



Commercial Building Fees Comparison													
1,000,000 valuation	Durham & Tualatin	LO	Tigard	Gresham	Durham & Tualatin	Happy Valley	Sherwood	Canby	OC	Milwaukie	Wilsonville	Beaverton	West Linn
	Current				26% Inc								
<b>Building Permit</b>	<b>\$4,552.15</b>	\$4,682.77	\$4,850.42	\$5,323.00	<b>\$5,462.58</b>	\$5,811.24	\$5,151.81	\$5,369.00	\$5,800.04	\$6,988.25	\$6,153.76	\$8,826.64	\$9,848.00
<b>Plan Chk</b>	<b>\$3,186.51</b>	\$3,043.80	\$3,152.77	\$3,459.95	<b>\$3,823.81</b>	\$3,777.31	\$4,379.04	\$5,369.00	\$3,770.03	\$5,241.19	\$6,153.76	\$6,178.65	\$7,386.00
<b>FLS Plan Check</b>	<b>\$2,048.47</b>	\$1,873.11	\$1,940.17	\$2,129.20	<b>\$2,458.16</b>	\$2,324.50	\$3,091.09	\$2,147.60	\$3,770.03	\$3,494.13	\$4,307.63	\$3,971.99	\$4,431.60
<b>State Surcharge</b>	<b>\$546.26</b>	\$561.93	\$582.05	\$638.76	<b>\$655.51</b>	\$697.35	\$618.22	\$644.28	\$696.00	\$838.59	\$738.45	\$1,059.20	\$1,181.76
<b>Totals</b>	<b>\$10,333.38</b>	\$10,161.61	\$10,525.41	\$11,550.91	<b>\$12,400.06</b>	\$12,610.39	\$13,240.15	\$13,529.88	\$14,036.10	\$16,562.15	\$17,353.60	\$20,036.47	\$22,847.36





# City of Durham

17160 SW Upper Boones Ferry Rd.  
Durham, Oregon, 97224

phone: 503.639.6851  
e-mail: cityofdurham@comcast.net  
website: www.durham-oregon.us

Jordan Parente - City Administrator

Wyatt Bean - Administrative Assistant

## MEMORANDUM

DATE: May 8, 2026  
TO: City Council  
FROM: Jordan Parente, City Administrator  
RE: Proposed Removal of Dead or Dying Trees in Durham Park

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### Background

On April 28, 2026, the City Administrator brought the proposed removal of dead and dying trees in Durham Park to the April City Council meeting in accordance with adopted Resolution 693-26. The trees are all adjacent to the pedestrian path and recommended for removal by Trevor March, the City's Arborist with Sav-A-Tree. City Council requested the decision be held over to a subsequent meeting.

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### Request

The City Administrator requests City Council authorize removal of dead and dying alder trees (mistakenly identified as birch trees) at the north end of the Schirado Nature Loop and one dead cottonwood tree located near the junction to Cook Family Park). The City Arborist recommended eight alder trees, however, four are right beside the path and further from the creek bank. Their proximity to the path and continued deterioration may increase future maintenance needs and create safety concerns for trail users if branches or trunks fail. The dead cottonwood near the junction to Cook Family Park similarly presents a safety concern due to its condition and location near an area highly travelled by the public.

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### Community Impact

The proposed removals are limited to trees that are either dead or dying. The City Arborist identified their declining health and recommended their removal because of their proximity to the public path and the risk that they pose to members of the public. While the removal of any tree from public property has some impact on the City's tree canopy and the character of the surrounding natural area, the requested removals are intended to address declining trees before they create greater safety or maintenance concerns. The affected trees are in poor condition and their long-term contribution to the public canopy is limited. Any tree suitable for a habitat pole (minimum 10') will be left standing at a maximum height not to exceed the distance to the public path. The root systems of the alder trees will be left intact for erosion control and suitable trees and shrubs can be replanted to enhance bank stabilization.

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### Recommendation

The City Administrator recommends that City Council authorize the removal of four dead or dying alder trees at the north end of the Schirado Nature Loop and the one dead cottonwood tree near the junction to Cook Family Park. Staff will provide public notice by posting a sign on the property at least one week prior to removal, consistent with Resolution 693-26.

The City Administrator has concerns that ignoring the recommendation to remove hazard trees that pose a risk to members of the public limits the City's Recreational Immunity defense in the event a member of the public is injured or killed.



Proposed removal of Dead Cottonwood near Cook Family Park junction & stand of 8 dead Birch trees at north end of Schirado Loop

## Proposed removal of dead and dying trees in Durham Park

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**From** Sue <sfullcourt01@gmail.com>

**Date** Sun 5/3/2026 3:43 PM

**To** cityofdurham@comcast.net <cityofdurham@comcast.net>

To City Council members and Jordan,

I am writing with my concerns about the removal of some of the dead and dying trees in Durham Park discussed at the last council meeting on April 28, 2026. Unfortunately, I could not attend this meeting.

I walked the loop on the day of the council meeting and was surprised to find that most of the trees proposed for removal were not tagged, although tags were present in the photos in the packet. In fact, none of the eight trees in the grove were tagged. I had to walk the loop twice because the location was so unclear. Did city council members have the same problem finding the trees when reviewing the proposal on page 47? I do hope that council members made the trip to preview the information in the packet so that they could make an informed decision. My first request is that all the trees proposed for removal are clearly tagged as soon as possible so that residents of Durham have an opportunity to review and provide the city council with feedback on said trees.

Second, I am surprised that you are proposing removing trees that are dead when you denied action on a Durham neighbor's request for support on a dead tree near their property at the March 24, 2026 meeting because it was not in imminent danger of falling. The dead trees in the park do not appear to be in imminent danger of falling, so I would assume, they also do not need immediate removal.

Third, the trees are doing a stellar job protecting the creek bank from significant erosion. I have seen Fanno Creek after a storm and seen the force of the water flowing towards the Tualatin River. It is impressive and damaging. Without that grove of trees, the creek bank will be in imminent danger of collapsing which could be dangerous and costly for the city.

Please reconsider the action to remove the eight trees close to the banks of Fanno Creek.

Thank you,

Sue Fuller  
Thistlebrook Ct.

## **DURHAM MUNICIPAL CODE LEGAL ADVICE?**

Attached is the table of contents to the Durham Municipal Code, as displayed on Durham's website.

**BACKGROUND** – We are perhaps two years away from hiring a publisher and enacting a comprehensive set of new laws.

**CURRENT PROBLEM** – The municipal code on Durham's website needs major corrections.

The links to four chapters (Nos. 16, 52, 152 and 162) are to ordinances that have been repealed and replaced with new laws. Two recent ordinances of general interest (Solid Waste Management and Licenses for Use of Right of Way by Telecommunications Providers) are omitted.

**RECENT DEVELOPMENTS / POSSIBLE LEGAL ADVICE** - Our prior attorney stated that approving the municipal code on the website would create risk of liability to the city. She also opposed adding new ordinances to the municipal code. The risk seemed to be that the codified language in the municipal code differs from the underlying ordinances. There are two recent developments:

(a) Attached are two emails (6/26/25 and 5/6/26) from Linda Tate stating she confirmed that the municipal code language on the website matches the underlying ordinances.

(b) We now have a new and more experienced attorney. We should consider asking our attorney to (1) confirm that under common law a codification is subservient to the underlying ordinance and does not amend the ordinance, and (2) quantify the potential liability to the city if it modifies the municipal code by (i) substituting new ordinances in lieu of repealed ordinances, and (ii) adding the two recent ordinances described above.

**RECOMMENDATION** – The city should make a short-term “band aid” fix to the municipal code on the website by replacing repealed ordinances with codified new ordinances and adding codified counterparts of two new ordinances

**IMPLEMENTATION AND STAFF TIME** – The proposed fix to the municipal code will consume nominal staff time because:

(1) The attorney will codify the ordinances we are adding to the municipal code. (The new tree code is already in codified form.)

(2) Durham's IT provider will patch the new content into the website.

<b><u>TITLE 01</u></b>	<b><u>GENERAL PROVISIONS</u></b>	
<b><u>CHAPTER 12</u></b>	<b>Error Corrections in Ordinances and Resolutions</b>	
<b><u>CHAPTER 16</u></b> ←	<b>Creating Municipal Court, Penalties for Violations</b>	
<b><u>CHAPTER 18</u></b>	<b>Rules for Use of Public Parks</b>	
<b><u>TITLE 02</u></b>	<b>Reserved</b>	links to Ord. 225-05, repealed by
<b><u>TITLE 03</u></b>	<b>Reserved</b>	Ord. 270-25 on 10/28/25
<b><u>TITLE 04</u></b>	<b><u>REVENUE AND FINANCE</u></b>	
<b><u>CHAPTER 44</u></b>	<b>Regulating System Development Charges and Local Improvement Districts</b>	
<b><u>CHAPTER 46</u></b>	<b>Reimbursement Districts</b>	
<b><u>CHAPTER 47</u></b> ←	<b><i>License and Fees for Use and Occupancy of Public Rights of Way by Providers of Telecommunications</i></b>	
<b><u>TITLE 05</u></b>	<b><u>BUSINESS LICENSES AND REGULATIONS</u></b>	Need to add Ord. 262-19, passed 11/16/19
<b><u>CHAPTER 52</u></b> ←	<b>Licensing Trades, Shops and Occupations</b>	
<b><u>CHAPTER 54</u></b>	<b>Business Recycling</b>	links to Ord. 201-00, repealed by Ord. 27_-26 on 4/28/26
<b><u>TITLE 06</u></b>	<b>Reserved</b>	
<b><u>TITLE 07</u></b>	<b>Reserved</b>	
<b><u>TITLE 08</u></b>	<b>Reserved</b>	
<b><u>TITLE 09</u></b>	<b><u>NUISANCES</u></b>	
<b><u>CHAPTER 90</u></b>	<b>Methods and Procedures for Monitoring False Alarms</b>	
<b><u>CHAPTER 92</u></b>	<b>Declaring Certain Acts and Conditions of Property to Be Public Nuisances</b>	
<b><u>CHAPTER 94</u></b>	<b>Graffiti</b>	
<b><u>CHAPTER 96</u></b>	<b>Littering and Dumping</b>	Need to add Ord. 269-25, passed 6/24/25
<b><u>TITLE 10</u></b>	<b><del>HEALTH AND SAFETY</del></b>	
<b><u>CHAPTER 102</u></b> ←	<b><i>Solid Waste Management</i></b>	
<b><u>TITLE 11</u></b>	<b>Reserved</b>	
<b><u>TITLE 12</u></b>	<b><u>GENERAL OFFENSES</u></b>	
<b><u>TITLE 13</u></b>	<b><u>STREETS SIDEWALKS AND PUBLIC PROPERTY</u></b>	
<b><u>CHAPTER 130</u></b>	<b>Utility Facilities in Public Rights of Way</b>	
<b><u>CHAPTER 132</u></b>	<b>Responsibility for Maintenance and Repair of Vegetation and Improvements in Public Right of Way</b>	
<b><u>CHAPTER 138</u></b>	<b>Vehicular and Pedestrian Traffic</b>	
<b><u>TITLE 14</u></b>	<b>Reserved</b>	links to Ord. 195-99, repealed by Ord. 271-25 on 9/30/25
<b><u>TITLE 15</u></b>	<b><u>BUILDING REGULATIONS</u></b>	
<b><u>CHAPTER 152</u></b> ←	<b>Building Code</b>	
<b><u>CHAPTER 156</u></b>	<b>Flood Damage Prevention</b>	
<b><u>TITLE 16</u></b>	<b><u>LAND USE REGULATIONS</u></b>	links to Ord. 228-05, repealed by Ord. 273-26 on 3/24/26
<b><u>CHAPTER 162</u></b> ←	<b>Tree Preservation</b>	
<b><u>CHAPTER 164</u></b>	<b>Measure 49 Provisions</b>	

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**Re: Tree Ordinance**

1 message

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Linda Ferreira Tate <lindajtate@gmail.com>  
To: David Streicher <davidcstreicher@gmail.com>

Thu, Jun 26, 2025 at 8:05 AM

Hello David,

I can provide some background on item number one. As you know, the CC passes ordinances and resolutions. They can all be found in numerical order in the white notebooks on the lower level of the shelves in the CC meeting room.

★ Roland undertook the project of taking the ordinances and putting them into a municipal code format (the primary part being to remove the 'whereas' part of the ordinance) and posting the results on the City website. This is an unofficial MC and the website used to state that. Roland did this without the assistance of an attorney and did not have the Council vote to accept it. I verified his work when I went through the ordinance notebooks later. At this time I inserted bright green markers for the repealed ordinances and made my own notebook of the current functional ordinances which I left on the credenza behind the CAadm desk. The functional ordinances notebook includes sections that are not included in the MC document on the website and I could see the logic of why Roland did not feel they needed to be included in that unofficial document since its purpose was informational. I updated that document on the website whenever the CC passed an ordinance that fit into the website document.

I similarly went through the resolution notebooks and found all of the current functional resolutions. I put together another notebook that I left on the credenza behind the CAadm desk. In that notebook, there is a part of the listing that states where that resolution can be found in City Hall (besides in the general white notebooks). For example, any resolutions that matched specific topics such as "City Hall Procedures" or "Tree Permits" I would place a copy in the notebook that dealt with that topic. That way the resolutions did not get lost or overlooked when dealing with the topic. Plus, if that resolution ever got repealed or amended, it was a reminder of where the new resolution had to be placed so that staff was always dealing with the current version.

I can add that the Development Code (Land Use Code) was approved by the CC prior to July 2009. I can place it at that date because one of my first jobs as Administrative Assistant was to put the newly printed copies in the notebooks that are checked out to Planning Commissioners. There were several correcting ordinances done by the City Attorney at the time as he noticed typos or missing words in the finished document. These correcting ordinances were also voted on by the CC. They would be listed in the notebook that I made of the functional ordinances.

I hope that this background is helpful.

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**Re: Ordinance Question -- Not Urgent**

1 message

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Linda Ferreira Tate <lindajtate@gmail.com>  
To: David Streicher <davidcstreicher@gmail.com>

Wed, May 6, 2026 at 8:17 AM

★ It is accurate to say that the ordinances were included in full without omission of substantive sections. The whereas and therefore sections were the only things stripped away. Some sections were then changed whenever a subsequent ordinance repealed a section of it. It can be quite a process keeping things updated along the way. There was an index that kept track of changes like that.

Yes, there were some entire ordinances that were omitted.

With that being said, I always preferred to work off of the actual ordinance which was the reason that I put together the functional ordinance notebook. I liked having the codification on the website as a reference for anybody wanting to look at it. However, I always pulled out an actual copy of the ordinance whenever making any decisions or recommendations.

*City of Durham, Oregon*

**RESOLUTION NO. 702-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND CITY  
OF TUALATIN FOR POLICE SERVICES**

**WHEREAS**, Durham City Council wishes to enter an Intergovernmental Agreement with the City of Tualatin for the provision of police services; and

**WHEREAS**, the Parties are local governments authorized to enter into intergovernmental agreements pursuant to ORS 190.010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DURHAM, OREGON** as follows:

**1. Section 1. Authorization.**

The City of Durham hereby approves the Intergovernmental Agreement with the City of Tualatin for the provision of police services.

**2. Section 2. Signatory.**

The City Administrator and City Attorney are hereby authorized to execute and endorse the attached Intergovernmental Agreement.

**3. Section 3. Authorization to Proceed.**

This resolution shall take effect immediately upon its adoption by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 26th day of May 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR POLICE SERVICES**

This Agreement is entered into by and between the City of Tualatin, a municipal corporation in the state of Oregon (“Tualatin”) and the City of Durham, a municipal corporation in the state of Oregon (“Durham”), as of the date last provided on the signature page (“Effective Date”). Tualatin and Durham are each referred to herein as a “party” and collectively as the “parties.”

RECITALS:

**WHEREAS, the City of Tualatin** is a public body engaged in providing municipal services, including public safety, to its citizens; and

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**WHEREAS, the City of Durham** is a public body engaged in providing municipal services to its citizens; and

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**WHEREAS, ORS 190.010 et. seq.** authorizes the City of Tualatin and City of Durham parties to enter into an intergovernmental agreement; and

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**WHEREAS, the City of Tualatin and City of Durham** mutually agree-desire to execute this Agreement for pPolice sServices.;

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**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

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**Section 1. Term.** The term of this Agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, ~~2026~~2027, unless terminated sooner as provided under the terms of this IGAgreement.

**Section 2. Purpose.** The purpose of this Agreement is for Tualatin to furnish law enforcement services to Durham in exchange for a fee for services, as specifically set forth in this Agreement.

**Section 3. City Of Tualatin Obligations.**

**A.** City of Tualatin will provide law enforcement services to Durham 24 hours a day, 7 days per week, 365 days per year and consider Durham as part of Tualatin’s service area. These law enforcement services ~~could~~ include, but are not limited to:

- a. Patrol services, both proactive and reactive, within Durham city limits, to enforce Durham-adopted traffic, and criminal codes, to respond to calls for service, to prevent and deter criminal activity, and to provide other community police services as requested by Durham~~the service area as times permits at the discretion of the Tualatin Police Department on-duty supervisor.~~

- b. Respond to calls for police services originating in or directed to Durham. ~~Response to calls will be made according to priorities established by Interagency Agreement and the Washington County Consolidated Communications Agency.~~
- c. Traffic enforcement.
- d. Necessary court time as a result of citations or complaints issued by the Tualatin Police Department officers in Durham.
- e. Follow-up investigations, detective work, court time, report writing, mandated training for certified officers, supervision, vehicles, equipment and materials, records management, property/evidence storage, and administration as needed.
- f. Services provided do not include Code Enforcement of the Durham Municipal Code.

**Commented [JP1]:** Request response priorities listed as an exhibit.

f.g. The services provided by Tualatin shall include the duties and law enforcement functions customarily rendered by Tualatin under the statutes of the state of Oregon and the laws and ordinances of Durham and Tualatin.

B. All services include report writing, training, supervision, use of equipment and materials, and administrative needs connected to those services.

B.C. Tualatin will be the seizing agency and Durham will be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by Tualatin within Durham city limits.

C.D. Tualatin, through the chain of command of its police department, will exercise sole discretion and responsibility for decisions as to the nature and extent of response to specific requests for emergency service, ~~given the need to apportion response capability among both Tualatin and Durham, as well as honor mutual aid agreements. Durham recognizes at any given time conflicting demands for service may require the exercise of discretion by Tualatin in setting emergency priorities for the deployment of equipment and personnel.~~

E. Tualatin will provide Durham with a summary of police activities in Durham on a monthly basis and give an annual report / summary to the Durham City Council.

F. Tualatin will assign at least one full-time law enforcement officer to serve Durham. This officer shall be primarily devoted to performing law enforcement duties in Durham. The officer will not generally be available for "normal" calls for services outside of Durham. Tualatin personnel assigned to Durham will

remain employees of Tualatin, and will not be considered employees or agents of Durham. Tualatin shall determine and be solely responsible for training requirements that may include firearms training, emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.

G. Tualatin shall furnish such resources and equipment deemed by Tualatin as necessary to provide the level of law enforcement services described in this Section.

~~D.~~

**Section 4. ~~City Of~~ Durham Obligations.**

A. In exchange for the City of Tualatin providing police services as outlined in Section 3, ~~City of~~ Durham will pay the following amounts for the term of the agreement:

Year 1	FY <del>2126/2227</del>	<del>\$151,815</del> 195,000
<del>Year 2</del>	<del>FY 22/23</del>	<del>\$157,888</del>
<del>Year 3</del>	<del>FY 23/24</del>	<del>\$164,200</del>
<del>Year 4</del>	<del>FY 24/25</del>	<del>\$170,770</del>
<del>Year 5</del>	<del>FY 25/26</del>	<del>\$177,600</del>

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B. Payments will be paid on a quarterly basis. ~~In addition, Durham shall pay any additional costs from other agencies that Tualatin incurs in providing these services.~~ Should ~~City of~~ Durham be in arrears in payment of its fees hereunder, such default will not be deemed a material breach unless ~~City of~~ Durham's entire uncontested balance is still unpaid more than 45 days after written notice by ~~City of~~ Tualatin of intent to terminate.

C. Tualatin may provide additional officers to perform operational overtime for unusual occurrences within Durham. Overtime, when requested in these categories, will be billable at the actual overtime rate of the officer(s) on duty.

a. If Durham experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or riot.

b. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, Durham shall be responsible for the direct overtime expenses of additional officers performing duties within Durham.

D. Undisputed payments shall be due within 30 days after invoicing by Tualatin. Payments shall be sent to the address in Section 6.H below.

**Section 5. Independent Contract and Administrative Responsibility.**

**A. Employees of City of Tualatin.** ~~City of~~Tualatin will have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. ~~City of Tualatin will have full discretion and authority to assign priority service among conflicting service demands at any given time.~~ ~~City of~~ Tualatin will indemnify, defend, and hold ~~City of~~ Durham harmless from any liability for the direct payment of any salaries, wages, or other compensation to any ~~City of~~ Tualatin personnel performing services for ~~the City of~~ Durham under this ~~A~~agreement. Except as otherwise provided herein, ~~the City of~~ Tualatin, its officers, agents and employees have not assumed any liability for acts of ~~City of~~ Durham, or of any ~~City of~~ Durham officer, employee, or agent.

**B. Services to Other Agencies.** ~~City of~~ Tualatin may contract to provide police services to other agencies in its discretion. ~~City of~~ Tualatin will provide 30 days' prior notice to ~~City of~~ Durham before providing police services to other agencies.

**C. Independent Contract Relationship.** ~~City of~~ Tualatin through its officers, employees, and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein will be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between ~~City of~~ Tualatin and ~~City of~~ Durham. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

D. ~~The City of~~ Durham has no right to direct or control the manner or method by which ~~City of~~ Tualatin provides the services that Tualatin agrees to provide through this Agreement.

~~D.E. Upon reasonable written notice and during normal business hours, either party or its designee may inspect or, at its own cost, audit the records of the other party pertaining to services performed under this Agreement. All records provided by either party pursuant to this Agreement shall be subject to the state public records law and state laws governing pretrial discovery.~~

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**Section 6. Other Terms and Conditions.**

**A. Indemnification.**

- a. Tualatin will indemnify, defend, hold and save Durham, its officers, elected and appointed officials, employees, and agents harmless from any and all claims that arise against Durham, its officers, elected and appointed officials, employees, or agents in the performance of the duties required by the terms of this Agreement, unless such claims arise as a result of some act or omission by Durham, its officers, elected or appointed officials, employees, or agents.
- b. Durham will indemnify, defend, hold and save Tualatin, its officers, employees, and agents harmless from any and all claims that arise against Tualatin, its officers, employees, or agents in the performance of the duties required by the terms of this agreement, unless such claims arise as a result of some act or omission by Tualatin, its officers, employee, or agents.

**B. Insurance:** Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability.

**C.B.**

**D.C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work-services to be done-provided under this contractAgreement. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contractAgreement. Both parties certify that they are equal opportunity employers.

**E. Force Majeure.** ~~Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.~~

**F.D. Governing Law.** This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between ~~the City of~~ Tualatin and ~~the City of~~ Durham that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Washington County Circuit Court.

**G.E. Severability.** If any term or provision of this contractAgreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contractAgreement did not contain the particular term or provision held to be invalid.

**F. Waiver.** The failure of a party to enforce any provision of this [contract Agreement](#) against the other party shall not constitute a waiver of that provision or any other provision.

**G. Third Party Beneficiaries.** [Durham and Tualatin are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.](#)

**H. Survival.** [The terms, conditions, representations, and warranties contained in this Agreement shall survive termination or expiration of this Agreement.](#)

**I. Counterparts.** [This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.](#)

**J. Warranties.** [The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.](#)

**H.K. Other Necessary Acts.** [Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.](#)

**L.L. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:

To : City of Tualatin  
~~Bill Steele~~[Greg Pickering](#), Chief of Police  
8650 SW Tualatin Road  
Tualatin, OR 97062  
503.691.4820  
[bsteelegpickering@tualatin.gov](mailto:bsteelegpickering@tualatin.gov)

To: City of Durham  
~~Linda Tate~~[Jordan Parente](#), City Administrator  
17160 SW Upper Boones Ferry Road  
Durham, OR 97224  
503.639.6851  
[Cityofdurhamj.parente@durhamoregon.gov@comcast.net](mailto:Cityofdurhamj.parente@durhamoregon.gov@comcast.net)

**Section 7. Merger.** This [Aa](#)greement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this [Aa](#)greement.

**Section 8. Modifications of Agreement.** -Modifications to this Agreement are valid only if made in writing and signed by all parties. No amendment, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties. -Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

**Section 9. Termination.** -Either party may terminate the agreement upon the giving of no fewer than 120 days' prior written notice to the other party of the intent to terminate.

**Section 10. Breach; Default; Disputes.** -If a party breaches a covenant in this Agreement, the non-breaching party may seek all remedies available at law or equity or may revoke this Agreement upon giving thirty (30) days' written notice of the alleged breach. -If the breach is not cured within that time, the non-breaching party may send a second notice terminating this Agreement immediately, and the Agreement will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and the City Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. -If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. -If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- D. -If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this Agreement, or any other controversy arises from this Agreement and regardless of any statute to the contrary, each party will bear its own may pursue reasonable attorneys fees and costs against the other. -The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

D.

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Section 11. Non-Appropriations. In the event that the Durham City Council reduces, changes, eliminates or otherwise modifies fundings for this Agreement, then Durham may terminate this Agreement, in whole or in party, effective upon delivery of written notice to Tualatin, or at such later date as established by Durham.

**Section 12.4. Signatures.** The parties, by their signatures below, acknowledge having read this Agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract Agreement, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

CITY OF TUALATIN

CITY OF DURHAM

BY \_\_\_\_\_  
SHERILYN LOMBOS                      Date  
City Manager

BY \_\_\_\_\_  
GERY SCHIRADO JORDAN  
PARENTE                      Date  
Mayer City Administrator

APPROVED AS TO FORM

BY \_\_\_\_\_  
Tualatin City Attorney

*City of Durham, Oregon*

**RESOLUTION NO. 703-26**

**A RESOLUTION OF THE DURHAM CITY COUNCIL APPROVING AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DURHAM AND CITY  
OF TUALATIN FOR COURT SERVICES**

**WHEREAS**, Durham City Council wishes to enter an Intergovernmental Agreement with the City of Tualatin for the provision of court services; and

**WHEREAS**, the Parties are local governments authorized to enter into intergovernmental agreements pursuant to ORS 190.010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
DURHAM, OREGON** as follows:

**1. Section 1. Authorization.**

The City of Durham hereby approves the Intergovernmental Agreement with the City of Tualatin for the provision of court services.

**2. Section 2. Signatory.**

The City Administrator and City Attorney are hereby authorized to execute and endorse the attached Intergovernmental Agreement.

**3. Section 3. Authorization to Proceed.**

This resolution shall take effect immediately upon its adoption by the City Council.

**PASSED AND ADOPTED** by the City of Durham, Washington County, Oregon this 26th day of May 2026.

**CITY OF DURHAM  
BY:**

\_\_\_\_\_  
Joshua Drake, Mayor

**ATTEST:**

\_\_\_\_\_  
Jordan Parente, City Administrator / Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND CITY OF DURHAM FOR COURT SERVICES**

This Agreement is entered into by and between the City of Tualatin, a municipal corporation in the state of Oregon ("Tualatin") and the City of Durham, a municipal corporation in the state of Oregon ("Durham"), as of the date last provided on the signature page ("Effective Date"). Tualatin and Durham are each referred to herein as a "party" and collectively as the "parties."

**RECITALS:**

**WHEREAS, the City of Tualatin** is a public body engaged in providing municipal services, including public safety, to its citizens; and

**WHEREAS, the City of Durham** is a public body engaged in providing municipal services to its citizens; and

**WHEREAS, ORS 190.010 et. seq.** authorizes the City of Tualatin and City of Durham parties to enter into an intergovernmental agreement (IGA); and

**WHEREAS, ORS 221.355** authorizes the City of Tualatin to provide municipal court services to the City of Durham;

**WHEREAS, the City of Tualatin and City of Durham** mutually agree-desire to execute this IGA Agreement for mMunicipal cCourt sServices;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**Section 1. Term.** The term of this Agreement will begin upon acceptance and approval by resolution by both City of Durham and City of Tualatin City Councils and will expire on June 30, 20262027, unless terminated sooner as provided under the terms of this IGA Agreement.

**Section 2. Purpose.** The purpose of this Agreement is for Tualatin to furnish municipal court services to Durham in exchange for a fee for services, as specifically set forth in this Agreement.

**Section 3. Services Provided.**

**A. The City of Tualatin** will provide municipal court services to Durham. The Tualatin Municipal Court Judge will have all judicial jurisdiction, authority, powers, functions and duties of the municipal court of Durham with respect to all and any violations of the charter or ordinances of Durham. The exercise of jurisdiction under such-anthis Agreement by a municipal judge shall not constitute the holding of more than one office.

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B. Tualatin will set the court schedules, times of meetings and otherwise provide any and all necessary services to operate and administer the Durham Municipal Court ("Court") as provided by the Durham charter and ordinances. Further, Tualatin will maintain all records, including financial records, of the Court in compliance with all applicable laws and as necessary for accounting and auditing purposes in the same manner as Tualatin does for the Tualatin Municipal Court.

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C. Tualatin will furnish all office supplies and equipment, and pay all expenses, fees, filing fees, transcript fees, jury fees, witness fees, indigent defense fees, and any other out-of-pocket expenses needed to operate the Court.

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D. Tualatin will accept citation payments and collecting other funds from fines imposed by the Court. Tualatin will be responsible for paying any and all portions of fine revenue owed to the State of Oregon or Washington County

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E. Tualatin will provide, by employment or otherwise, all personnel necessary to staff the Court including clerical and support staff.

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A-F. Unless reasonably necessary not to do so, Tualatin will ensure that Durham municipal court is held at the same place as Tualatin municipal court and on days when Tualatin municipal court is also in session. When possible, Tualatin will schedule trials to be convenient with the work schedule of Durham employees that are required to appear at the trial.

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B.G. Nothing in this Agreement provides legal services of any nature. If Durham wishes to prosecute any violation, such prosecution must be provided by Durham.

**Section 4. Proceeds Of Fines.** In exchange for ~~the City of~~ Tualatin providing the services, the disbursement of fines will be as follows:

**A. Traffic.** 100% of the proceeds from fines collected by Tualatin for traffic violations will be retained by Tualatin. Notwithstanding the foregoing, if Durham installs traffic cameras within Durham city limits, Durham shall receive all fees, fines, and other costs generated by the traffic cameras.;

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**B. Durham Charter or Ordinances.** Violations of the Durham Municipal Code and Development Code occurring within the corporate limits of Durham that require the use of the Court will be split with 90% being paid to Durham and 10% being retained by Tualatin.

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**C. State Requirements.** The proceeds provided in Subsection A and B above are net of any requirements in ORS 153.640 (Disposition of fines for traffic offenses) to 153.680 (Costs).<sup>5</sup>

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**Section 5. Municipal Judge.** For time spent adjudicating violations of Durham Charter or Ordinances, Durham will pay Tualatin the current rate of pay for the judge based on Tualatin’s adopted salary schedule, for a minimum of one hour of adjudication and rounded to the nearest half-hour. If the judge hears both one or more Durham cases and one or more Tualatin cases within an hour, each party will pay for one-half hour’s time.

Section 6. Records Inspection. Upon reasonable written notice and during normal business hours, either party or its designee may inspect or, at its own cost, audit the records of the other party pertaining to services performed under this Agreement. All records provided by either party pursuant to this contract shall be subject to the state public records law and state laws governing pretrial discovery.

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**Section 76. Independent Contract And Administrative Responsibility.**

- A. Employees of City of Tualatin.** ~~City of Tualatin will have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. City of Tualatin will have full discretion and authority to assign priority service among conflicting service demands at any given time.~~
- B. Subcontracting.** ~~City of Tualatin may contract to provide services to other agencies in its discretion, but it may not subcontract services provided to Durham without Durham’s express written consent.~~
- C. Independent Contract Relationship.** Tualatin through its officers, employees, and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein will be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between the Tualatin and Durham. ~~No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.~~
- D.** ~~The City of Durham has no right to direct or control the manner or method by which Tualatin provides the services that Tualatin agrees to provide through this Agreement.~~

**Section 87. Other Terms And Conditions.**

- A. Indemnification.** To the fullest extent permitted by the Oregon Constitution, laws of the State of Oregon regarding units of local government and subject to the monetary limits of ORS 30.260 – 30.300, each party agrees to indemnify, defend

and hold the other party, and that party's officers, elected and appointed officials, agents, and employees harmless from any liability claim or injury arising from that party's acts or omissions in connection with the performance of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

**B. Insurance:** Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability.

**C. Compliance with Applicable Law.** Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to the work services to be done provided under this contractAgreement. Failure or neglect on the part of the other party to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the other party of its obligations or requirements under this contractAgreement. Both parties certify that they are equal opportunity employers.

**D. Force Majeure.** Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are unforeseeable and beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contractAgreement.

**E. Governing Law.** This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between the City of Tualatin and the City of Durham that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Washington County Circuit Court.

**F. Severability.** If any term or provision of this contract Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract Agreement did not contain the particular term or provision held to be invalid.

**G. Waiver.** The failure of a party to enforce any provision of this contract Agreement against the other party shall not constitute a waiver of that provision or any other provision.

**H. Third Party Beneficiaries.** Durham and Tualatin are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such

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person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**I. Survival.** The terms, conditions, representations, and warranties contained in this Agreement shall survive termination or expiration of this Agreement.

**J. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

**K. Warranties.** The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.

**L. Other Necessary Acts.** Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

**G.M. Merger.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**H.N. Notices.** All notices regarding this Agreement should be sent to the parties at the following addresses:

To : City of Tualatin  
Don Hudson, Finance Director/Assistant City Manager  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062  
503.691.3050  
dhudson@Tualatin.gov

To: City of Durham  
~~Linda Tate~~ Jordan Parente, City Administrator  
17160 SW Upper Boones Ferry Road  
Durham, OR 97224  
503.639.6851  
Cityofdurhamj.parente@durhamoregon.gov@comcast.net

**Section 98. Modifications Of Agreement.** -Modifications to this Agreement are valid only if made in writing and signed by all parties. No amendment, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties. -Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

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**Section 109. Termination.** -Either party may terminate the agreement upon the giving of no fewer than 120 days prior written notice to the other party of the intent to terminate.

**Section 114. Breach; Default; Disputes.** -If a pParty breaches a covenant in this IGA Agreement, the non-breaching pParty may seek all remedies available at law or equity or may revoke this IGA Agreement upon giving thirty (30) days' written notice of the alleged breach. -If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA Agreement immediately, and the IGA Agreement will be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process will apply:

- A. City Manager of Tualatin and the City Administrator of Durham will meet in an effort to resolve the matter within 30 days of the notice.
- B. If resolution is unsuccessful, then within ten (10) days any party may request mediation. -If the parties cannot agree on a mediator, they will use a mediator selected by the Presiding Judge of the Circuit Court of the State of Oregon for Washington County. Mediation will be concluded within sixty (60) days unless the disputing party agrees to a different schedule. -If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- C. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- D. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA Agreement, or any other controversy arises from this IGA Agreement and regardless of any statute to the contrary, each party will bear its own may pursue reasonable attorneys fees and costs against the other. -The award of costs and expenses on appeal from a judgment entered after trial will be to the prevailing party designated as such by the appeals court.

**Section 12. Non-Appropriations.** In the event that the Durham City Council reduces, changes, eliminates or otherwise modifies fundings for this Agreement, then Durham may terminate this Agreement, in whole or in party, effective upon delivery of written notice to Tualatin, or at such later date as established by Durham.

**Section 132. Signatures.** The parties, by their signatures below, acknowledge having read this Agreement, understand it, have authority to bind their respective governments, and agree to be bound by its terms and conditions. As evidence of their intent to make their contract Agreement, the parties' duly authorized representatives have signed this Agreement on the dates noted by their signature below.

CITY OF TUALATIN

CITY OF DURHAM

BY \_\_\_\_\_  
SHERILYN LOMBOS      Date  
City Manager

BY \_\_\_\_\_  
~~GERY SHIRADO~~JORDAN PARENTE  
Date  
~~Mayer~~City Administrator

APPROVED AS TO FORM

BY \_\_\_\_\_  
Tualatin City Attorney

**City of Durham  
Treasury Report as of  
4/30/2026**

<b>Checking/Savings</b>		
1110 Petty Cash	150.00	0.0%
1120 Checking	69,774.81	1.4%
1130 State Investment Pool	4,906,199.00	98.59%
<b>Total Checking/Savings</b>	<b>4,976,123.81</b>	<b>100.0%</b>
<b>1400 Due (To)/From Other Funds</b>		
10 - General Fund	1,184,705.38	23.81%
20 - Streets Fund	2,440,672.30	49.05%
22 - TDT Fund	355,538.80	7.14%
30 - Greenspaces Fund	510.29	0.01%
32 - Parks SDC Fund	217,357.61	4.37%
50 - Building Fund	777,339.43	15.62%
<b>Total Cash &amp; Cash Equivalent</b> s	<b>4,976,123.81</b>	<b>100.0%</b>

City of Durham, Oregon  
 Budget vs. Actuals: FY26 - General Fund  
 July 2025 - April 2026

	10 - GENERAL FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>								
4001 Beginning Fund Balance (Budget)		1,813,676.00	-1,813,676.00		\$0.00	\$1,813,676.00	\$ -1,813,676.00	0.00%
4100 Property Tax Revenue		127,609.00	-127,609.00		\$0.00	\$127,609.00	\$ -127,609.00	0.00%
4110 Property Tax - Current	131,702.79		131,702.79		\$131,702.79	\$0.00	\$131,702.79	0.00%
4120 Property Tax - Prior	1,580.39		1,580.39		\$1,580.39	\$0.00	\$1,580.39	0.00%
4130 Other Tax Revenue	97.90		97.90		\$97.90	\$0.00	\$97.90	0.00%
<b>Total 4100 Property Tax Revenue</b>	<b>133,381.08</b>	<b>127,609.00</b>	<b>5,772.08</b>	<b>104.52 %</b>	<b>\$133,381.08</b>	<b>\$127,609.00</b>	<b>\$5,772.08</b>	<b>104.52 %</b>
4200 Intergovernmental Revenue					\$0.00	\$0.00	\$0.00	0.00%
4210 State Revenue Sharing	12,582.49	14,275.00	-1,692.51	88.14 %	\$12,582.49	\$14,275.00	\$ -1,692.51	88.14 %
4230 Cigarette Tax	840.84	1,048.00	-207.16	80.23 %	\$840.84	\$1,048.00	\$ -207.16	80.23 %
4240 Liquor Tax	25,250.27	28,234.00	-2,983.73	89.43 %	\$25,250.27	\$28,234.00	\$ -2,983.73	89.43 %
4250 Marijuana Tax	2,189.56	2,812.00	-622.44	77.86 %	\$2,189.56	\$2,812.00	\$ -622.44	77.86 %
4280 Grant Revenues					\$0.00	\$0.00	\$0.00	0.00%
4281 State Grants	2,000.00		2,000.00		\$2,000.00	\$0.00	\$2,000.00	0.00%
<b>Total 4280 Grant Revenues</b>	<b>2,000.00</b>	<b></b>	<b>2,000.00</b>	<b></b>	<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>	<b>0.00%</b>
<b>Total 4200 Intergovernmental Revenue</b>	<b>42,863.16</b>	<b>46,369.00</b>	<b>-3,505.84</b>	<b>92.44 %</b>	<b>\$42,863.16</b>	<b>\$46,369.00</b>	<b>\$ -3,505.84</b>	<b>92.44 %</b>
4300 Franchise Fees		191,750.00	-191,750.00		\$0.00	\$191,750.00	\$ -191,750.00	0.00%
4310 Water Franchise Fees	47,520.68		47,520.68		\$47,520.68	\$0.00	\$47,520.68	0.00%
4320 Natural Gas Franchise Fees	34,335.61		34,335.61		\$34,335.61	\$0.00	\$34,335.61	0.00%
4330 Electric Franchise Fees	103,389.05		103,389.05		\$103,389.05	\$0.00	\$103,389.05	0.00%
4340 Garbage Franchise Fees	27,313.83		27,313.83		\$27,313.83	\$0.00	\$27,313.83	0.00%
4350 Phone Franchise Fees	188.67		188.67		\$188.67	\$0.00	\$188.67	0.00%
4360 Cable Franchise Fees	7,915.77		7,915.77		\$7,915.77	\$0.00	\$7,915.77	0.00%
<b>Total 4300 Franchise Fees</b>	<b>220,663.61</b>	<b>191,750.00</b>	<b>28,913.61</b>	<b>115.08 %</b>	<b>\$220,663.61</b>	<b>\$191,750.00</b>	<b>\$28,913.61</b>	<b>115.08 %</b>
4400 Licenses, Permits, & Fees	0.00	25,000.00	-25,000.00	0.00 %	\$0.00	\$25,000.00	\$ -25,000.00	0.00 %
4410 Licenses	0.00		0.00		\$0.00	\$0.00	\$0.00	0.00%
4411 Business License Fee	12,364.42		12,364.42		\$12,364.42	\$0.00	\$12,364.42	0.00%
4412 Telecom License	21,000.00		21,000.00		\$21,000.00	\$0.00	\$21,000.00	0.00%
<b>Total 4410 Licenses</b>	<b>33,364.42</b>	<b></b>	<b>33,364.42</b>	<b></b>	<b>\$33,364.42</b>	<b>\$0.00</b>	<b>\$33,364.42</b>	<b>0.00%</b>
4430 Permits					\$0.00	\$0.00	\$0.00	0.00%
4431 Building Permit (20%)	17,778.71	7,500.00	10,278.71	237.05 %	\$17,778.71	\$7,500.00	\$10,278.71	237.05 %
4432 Tree Removal Permit	1,400.00		1,400.00		\$1,400.00	\$0.00	\$1,400.00	0.00%
4433 ROW Permit	7,655.89		7,655.89		\$7,655.89	\$0.00	\$7,655.89	0.00%
4434 Special Event Permit	525.00		525.00		\$525.00	\$0.00	\$525.00	0.00%
4436 Sign Permit	1,900.00		1,900.00		\$1,900.00	\$0.00	\$1,900.00	0.00%
<b>Total 4430 Permits</b>	<b>29,259.60</b>	<b>7,500.00</b>	<b>21,759.60</b>	<b>390.13 %</b>	<b>\$29,259.60</b>	<b>\$7,500.00</b>	<b>\$21,759.60</b>	<b>390.13 %</b>
4450 Fees					\$0.00	\$0.00	\$0.00	0.00%
4451 Development Fees	8,800.00		8,800.00		\$8,800.00	\$0.00	\$8,800.00	0.00%
<b>Total 4450 Fees</b>	<b>8,800.00</b>	<b></b>	<b>8,800.00</b>	<b></b>	<b>\$8,800.00</b>	<b>\$0.00</b>	<b>\$8,800.00</b>	<b>0.00%</b>
4490 Other Fines & Fees	250.00		250.00		\$250.00	\$0.00	\$250.00	0.00%
<b>Total 4400 Licenses, Permits, &amp; Fees</b>	<b>71,674.02</b>	<b>32,500.00</b>	<b>39,174.02</b>	<b>220.54 %</b>	<b>\$71,674.02</b>	<b>\$32,500.00</b>	<b>\$39,174.02</b>	<b>220.54 %</b>
4500 Administrative Fees		2,000.00	-2,000.00		\$0.00	\$2,000.00	\$ -2,000.00	0.00%
4510 Lien Search Request	1,225.00		1,225.00		\$1,225.00	\$0.00	\$1,225.00	0.00%
4520 Public Records Request	110.00		110.00		\$110.00	\$0.00	\$110.00	0.00%
4530 10% Pass-Through Fee	2,753.35		2,753.35		\$2,753.35	\$0.00	\$2,753.35	0.00%
4540 City Staff Time	3,150.00		3,150.00		\$3,150.00	\$0.00	\$3,150.00	0.00%
<b>Total 4500 Administrative Fees</b>	<b>7,238.35</b>	<b>2,000.00</b>	<b>5,238.35</b>	<b>361.92 %</b>	<b>\$7,238.35</b>	<b>\$2,000.00</b>	<b>\$5,238.35</b>	<b>361.92 %</b>
4800 Interest Income	39,543.47	25,000.00	14,543.47	158.17 %	\$39,543.47	\$25,000.00	\$14,543.47	158.17 %
4900 Miscellaneous Revenue	100.50		100.50		\$100.50	\$0.00	\$100.50	0.00%
<b>Total Income</b>	<b>\$515,464.19</b>	<b>\$2,238,904.00</b>	<b>\$ -1,723,439.81</b>	<b>23.02 %</b>	<b>\$515,464.19</b>	<b>\$2,238,904.00</b>	<b>\$ -1,723,439.81</b>	<b>23.02 %</b>
<b>GROSS PROFIT</b>	<b>\$515,464.19</b>	<b>\$2,238,904.00</b>	<b>\$ -1,723,439.81</b>	<b>23.02 %</b>	<b>\$515,464.19</b>	<b>\$2,238,904.00</b>	<b>\$ -1,723,439.81</b>	<b>23.02 %</b>
<b>Expenses</b>								
5000 Personnel Services					\$0.00	\$0.00	\$0.00	0.00%
5100 Salaries & Wages		5,000.00	-5,000.00		\$0.00	\$5,000.00	\$ -5,000.00	0.00%
5110 City Administrator	84,279.29	100,282.00	-16,002.71	84.04 %	\$84,279.29	\$100,282.00	\$ -16,002.71	84.04 %
5120 Admin. Assistant	46,034.06	66,435.00	-20,400.94	69.29 %	\$46,034.06	\$66,435.00	\$ -20,400.94	69.29 %
<b>Total 5100 Salaries &amp; Wages</b>	<b>130,313.35</b>	<b>171,717.00</b>	<b>-41,403.65</b>	<b>75.89 %</b>	<b>\$130,313.35</b>	<b>\$171,717.00</b>	<b>\$ -41,403.65</b>	<b>75.89 %</b>
5200 Payroll Taxes	12,330.79	16,108.00	-3,777.21	76.55 %	\$12,330.79	\$16,108.00	\$ -3,777.21	76.55 %
5300 Workers Comp Ins	395.06	550.00	-154.94	71.83 %	\$395.06	\$550.00	\$ -154.94	71.83 %
5400 Employee Benefits					\$0.00	\$0.00	\$0.00	0.00%
5410 PERS	28,177.58	39,545.00	-11,367.42	71.25 %	\$28,177.58	\$39,545.00	\$ -11,367.42	71.25 %
5430 Med/Den/Vision Ins	8,475.86	14,350.00	-5,874.14	59.07 %	\$8,475.86	\$14,350.00	\$ -5,874.14	59.07 %
<b>Total 5400 Employee Benefits</b>	<b>36,653.44</b>	<b>53,895.00</b>	<b>-17,241.56</b>	<b>68.01 %</b>	<b>\$36,653.44</b>	<b>\$53,895.00</b>	<b>\$ -17,241.56</b>	<b>68.01 %</b>
<b>Total 5000 Personnel Services</b>	<b>179,692.64</b>	<b>242,270.00</b>	<b>-62,577.36</b>	<b>74.17 %</b>	<b>\$179,692.64</b>	<b>\$242,270.00</b>	<b>\$ -62,577.36</b>	<b>74.17 %</b>
6000 Materials & Services					\$0.00	\$0.00	\$0.00	0.00%
6100 Operating Expense					\$0.00	\$0.00	\$0.00	0.00%
6110 Office Supplies	4,203.46	5,750.00	-1,546.54	73.10 %	\$4,203.46	\$5,750.00	\$ -1,546.54	73.10 %

	10 - GENERAL FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6120 Marketing & Newsletters	3,755.66	7,000.00	-3,244.34	53.65 %	\$3,755.66	\$7,000.00	\$-3,244.34	53.65 %
6150 Dues & Subscriptions	5,717.18	4,500.00	1,217.18	127.05 %	\$5,717.18	\$4,500.00	\$1,217.18	127.05 %
6170 Equipment Expense	5,047.44	8,500.00	-3,452.56	59.38 %	\$5,047.44	\$8,500.00	\$-3,452.56	59.38 %
6190 Other Operating Expense	0.05	6,000.00	-5,999.95	0.00 %	\$0.05	\$6,000.00	\$-5,999.95	0.00 %
<b>Total 6100 Operating Expense</b>	<b>18,723.79</b>	<b>31,750.00</b>	<b>-13,026.21</b>	<b>58.97 %</b>	<b>\$18,723.79</b>	<b>\$31,750.00</b>	<b>\$-13,026.21</b>	<b>58.97 %</b>
6200 Facilities					\$0.00	\$0.00	\$0.00	0.00%
6210 City Hall					\$0.00	\$0.00	\$0.00	0.00%
6211 City Hall Rent	12,100.00	13,200.00	-1,100.00	91.67 %	\$12,100.00	\$13,200.00	\$-1,100.00	91.67 %
6212 City Hall Utilities	4,853.86	7,000.00	-2,146.14	69.34 %	\$4,853.86	\$7,000.00	\$-2,146.14	69.34 %
6213 Security	393.78	1,000.00	-606.22	39.38 %	\$393.78	\$1,000.00	\$-606.22	39.38 %
6214 City Hall Maintenance & Repair	71.97	750.00	-678.03	9.60 %	\$71.97	\$750.00	\$-678.03	9.60 %
<b>Total 6210 City Hall</b>	<b>17,419.61</b>	<b>21,950.00</b>	<b>-4,530.39</b>	<b>79.36 %</b>	<b>\$17,419.61</b>	<b>\$21,950.00</b>	<b>\$-4,530.39</b>	<b>79.36 %</b>
6220 Park Utilities & Maintenance					\$0.00	\$0.00	\$0.00	0.00%
6221 Park Maintenance	26,311.25	37,500.00	-11,188.75	70.16 %	\$26,311.25	\$37,500.00	\$-11,188.75	70.16 %
6222 Park Utilities	1,326.58	1,750.00	-423.42	75.80 %	\$1,326.58	\$1,750.00	\$-423.42	75.80 %
<b>Total 6220 Park Utilities &amp; Maintenance</b>	<b>27,637.83</b>	<b>39,250.00</b>	<b>-11,612.17</b>	<b>70.41 %</b>	<b>\$27,637.83</b>	<b>\$39,250.00</b>	<b>\$-11,612.17</b>	<b>70.41 %</b>
<b>Total 6200 Facilities</b>	<b>45,057.44</b>	<b>61,200.00</b>	<b>-16,142.56</b>	<b>73.62 %</b>	<b>\$45,057.44</b>	<b>\$61,200.00</b>	<b>\$-16,142.56</b>	<b>73.62 %</b>
6300 Contract Services					\$0.00	\$0.00	\$0.00	0.00%
6310 Accounting					\$0.00	\$0.00	\$0.00	0.00%
6311 Audit Fees	9,720.00	16,350.00	-6,630.00	59.45 %	\$9,720.00	\$16,350.00	\$-6,630.00	59.45 %
6312 Accounting Fees	11,673.44	13,000.00	-1,326.56	89.80 %	\$11,673.44	\$13,000.00	\$-1,326.56	89.80 %
6313 Payroll Fees	740.00	650.00	90.00	113.85 %	\$740.00	\$650.00	\$90.00	113.85 %
<b>Total 6310 Accounting</b>	<b>22,133.44</b>	<b>30,000.00</b>	<b>-7,866.56</b>	<b>73.78 %</b>	<b>\$22,133.44</b>	<b>\$30,000.00</b>	<b>\$-7,866.56</b>	<b>73.78 %</b>
6320 Engineering	131.25		131.25		\$131.25	\$0.00	\$131.25	0.00%
6330 Planning Services	12,841.15		12,841.15		\$12,841.15	\$0.00	\$12,841.15	0.00%
6340 Arborist	460.00	35,500.00	-35,040.00	1.30 %	\$460.00	\$35,500.00	\$-35,040.00	1.30 %
6350 Legal Services	48,832.20	52,500.00	-3,667.80	93.01 %	\$48,832.20	\$52,500.00	\$-3,667.80	93.01 %
6360 Police Services	89,221.66	177,600.00	-88,378.34	50.24 %	\$89,221.66	\$177,600.00	\$-88,378.34	50.24 %
6370 911 Contract	9,898.20	13,200.00	-3,301.80	74.99 %	\$9,898.20	\$13,200.00	\$-3,301.80	74.99 %
6380 IT Services	4,137.50	15,000.00	-10,862.50	27.58 %	\$4,137.50	\$15,000.00	\$-10,862.50	27.58 %
6390 Other Contract Services		1,500.00	-1,500.00		\$0.00	\$1,500.00	\$-1,500.00	0.00%
<b>Total 6300 Contract Services</b>	<b>187,655.40</b>	<b>325,300.00</b>	<b>-137,644.60</b>	<b>57.69 %</b>	<b>\$187,655.40</b>	<b>\$325,300.00</b>	<b>\$-137,644.60</b>	<b>57.69 %</b>
6400 Travel & Training		0.00	0.00		\$0.00	\$0.00	\$0.00	0.00%
6410 Vehicle Expense	619.90	1,000.00	-380.10	61.99 %	\$619.90	\$1,000.00	\$-380.10	61.99 %
6420 Meals & Entertainment		750.00	-750.00		\$0.00	\$750.00	\$-750.00	0.00%
6430 Lodging	213.39		213.39		\$213.39	\$0.00	\$213.39	0.00%
6440 Conferences & Education		3,000.00	-3,000.00		\$0.00	\$3,000.00	\$-3,000.00	0.00%
<b>Total 6400 Travel &amp; Training</b>	<b>833.29</b>	<b>4,750.00</b>	<b>-3,916.71</b>	<b>17.54 %</b>	<b>\$833.29</b>	<b>\$4,750.00</b>	<b>\$-3,916.71</b>	<b>17.54 %</b>
6500 Insurance		7,500.00	-7,500.00		\$0.00	\$7,500.00	\$-7,500.00	0.00%
6510 Property Insurance	987.84		987.84		\$987.84	\$0.00	\$987.84	0.00%
6520 Liability Insurance	5,121.90		5,121.90		\$5,121.90	\$0.00	\$5,121.90	0.00%
<b>Total 6500 Insurance</b>	<b>6,109.74</b>	<b>7,500.00</b>	<b>-1,390.26</b>	<b>81.46 %</b>	<b>\$6,109.74</b>	<b>\$7,500.00</b>	<b>\$-1,390.26</b>	<b>81.46 %</b>
6700 Donations & Contributions	1,700.00	1,700.00	0.00	100.00 %	\$1,700.00	\$1,700.00	\$0.00	100.00 %
<b>Total 6000 Materials &amp; Services</b>	<b>260,079.66</b>	<b>432,200.00</b>	<b>-172,120.34</b>	<b>60.18 %</b>	<b>\$260,079.66</b>	<b>\$432,200.00</b>	<b>\$-172,120.34</b>	<b>60.18 %</b>
8100 Transfers					\$0.00	\$0.00	\$0.00	0.00%
8110 Transfer to General Fund	-86,450.00	-95,750.00	9,300.00	90.29 %	\$-86,450.00	\$-95,750.00	\$9,300.00	90.29 %
8150 Transfer to Building Fund	750,000.00	750,000.00	0.00	100.00 %	\$750,000.00	\$750,000.00	\$0.00	100.00 %
<b>Total 8100 Transfers</b>	<b>663,550.00</b>	<b>654,250.00</b>	<b>9,300.00</b>	<b>101.42 %</b>	<b>\$663,550.00</b>	<b>\$654,250.00</b>	<b>\$9,300.00</b>	<b>101.42 %</b>
8900 Contingency (Budget)		25,000.00	-25,000.00		\$0.00	\$25,000.00	\$-25,000.00	0.00%
<b>Total Expenses</b>	<b>\$1,103,322.30</b>	<b>\$1,353,720.00</b>	<b>\$-250,397.70</b>	<b>81.50 %</b>	<b>\$1,103,322.30</b>	<b>\$1,353,720.00</b>	<b>\$-250,397.70</b>	<b>81.50 %</b>
<b>NET OPERATING INCOME</b>	<b>\$-587,858.11</b>	<b>\$885,184.00</b>	<b>\$-1,473,042.11</b>	<b>-66.41 %</b>	<b>\$-587,858.11</b>	<b>\$885,184.00</b>	<b>\$-1,473,042.11</b>	<b>-66.41 %</b>
Other Income								
9100 Pass Through Revenue					\$0.00	\$0.00	\$0.00	0.00%
9110 State Surcharge	3,502.96		3,502.96		\$3,502.96	\$0.00	\$3,502.96	0.00%
9130 Planning Pass Through	12,950.00		12,950.00		\$12,950.00	\$0.00	\$12,950.00	0.00%
9150 Engineering Pass Through	6,554.40		6,554.40		\$6,554.40	\$0.00	\$6,554.40	0.00%
9160 Metro CET Pass Through	6,195.70		6,195.70		\$6,195.70	\$0.00	\$6,195.70	0.00%
9170 TTSD CET Pass Through	34,472.79		34,472.79		\$34,472.79	\$0.00	\$34,472.79	0.00%
9180 Legal Pass Through	7,300.00		7,300.00		\$7,300.00	\$0.00	\$7,300.00	0.00%
9190 Arborist Pass Through	237.00		237.00		\$237.00	\$0.00	\$237.00	0.00%
<b>Total 9100 Pass Through Revenue</b>	<b>71,212.85</b>		<b>71,212.85</b>		<b>\$71,212.85</b>	<b>\$0.00</b>	<b>\$71,212.85</b>	<b>0.00%</b>
9200 BP Revenue					\$0.00	\$0.00	\$0.00	0.00%
9210 BP Building Permit	19,845.05		19,845.05		\$19,845.05	\$0.00	\$19,845.05	0.00%
9220 BP Plan Review	30,958.15		30,958.15		\$30,958.15	\$0.00	\$30,958.15	0.00%
9230 BP Mechanical Permit	4,464.99		4,464.99		\$4,464.99	\$0.00	\$4,464.99	0.00%
9240 BP Plumbing Permit	6,175.19		6,175.19		\$6,175.19	\$0.00	\$6,175.19	0.00%
<b>Total 9200 BP Revenue</b>	<b>61,443.38</b>		<b>61,443.38</b>		<b>\$61,443.38</b>	<b>\$0.00</b>	<b>\$61,443.38</b>	<b>0.00%</b>
<b>Total Other Income</b>	<b>\$132,656.23</b>	<b>\$0.00</b>	<b>\$132,656.23</b>	<b>0.00%</b>	<b>\$132,656.23</b>	<b>\$0.00</b>	<b>\$132,656.23</b>	<b>0.00%</b>
Other Expenses								
9300 Pass Through Expense					\$0.00	\$0.00	\$0.00	0.00%
9310 State Surcharge Pass Through	7,259.62		7,259.62		\$7,259.62	\$0.00	\$7,259.62	0.00%
9320 Building Permits	88,588.04		88,588.04		\$88,588.04	\$0.00	\$88,588.04	0.00%
9330 Planning Pass Through	15,694.00		15,694.00		\$15,694.00	\$0.00	\$15,694.00	0.00%

	10 - GENERAL FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
9350 Engineering PassThrough	4,246.25		4,246.25		\$4,246.25	\$0.00	\$4,246.25	0.00%
9360 Metro CET Pass Through	7,792.00		7,792.00		\$7,792.00	\$0.00	\$7,792.00	0.00%
9370 TTSD CET Pass Through	47,488.48		47,488.48		\$47,488.48	\$0.00	\$47,488.48	0.00%
9380 Legal Pass Through	7,528.00		7,528.00		\$7,528.00	\$0.00	\$7,528.00	0.00%
9390 Arborist Pass Through	360.00		360.00		\$360.00	\$0.00	\$360.00	0.00%
<b>Total 9300 Pass Through Expense</b>	<b>178,956.39</b>		<b>178,956.39</b>		<b>\$178,956.39</b>	<b>\$0.00</b>	<b>\$178,956.39</b>	<b>0.00%</b>
9400 BP Expense					\$0.00	\$0.00	\$0.00	0.00%
9420 BP Expense - 20% to City	17,778.71		17,778.71		\$17,778.71	\$0.00	\$17,778.71	0.00%
<b>Total 9400 BP Expense</b>	<b>17,778.71</b>		<b>17,778.71</b>		<b>\$17,778.71</b>	<b>\$0.00</b>	<b>\$17,778.71</b>	<b>0.00%</b>
<b>Total Other Expenses</b>	<b>\$196,735.10</b>	<b>\$0.00</b>	<b>\$196,735.10</b>	<b>0.00%</b>	<b>\$196,735.10</b>	<b>\$0.00</b>	<b>\$196,735.10</b>	<b>0.00%</b>
NET OTHER INCOME	<b>\$ -64,078.87</b>	<b>\$0.00</b>	<b>\$ -64,078.87</b>	<b>0.00%</b>	<b>\$ -64,078.87</b>	<b>\$0.00</b>	<b>\$ -64,078.87</b>	<b>0.00%</b>
NET INCOME	<b>\$ -651,936.98</b>	<b>\$885,184.00</b>	<b>\$ -1,537,120.98</b>	<b>-73.65 %</b>	<b>\$ -651,936.98</b>	<b>\$885,184.00</b>	<b>\$ -1,537,120.98</b>	<b>-73.65 %</b>

City of Durham, Oregon  
 Budget vs. Actuals: FY26 - Street Fund  
 July 2025 - April 2026

	20 - STREET FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>								
4001 Beginning Fund Balance (Budget)		2,327,662.00	-2,327,662.00		\$0.00	\$2,327,662.00	\$ -2,327,662.00	0.00%
4200 Intergovernmental Revenue					\$0.00	\$0.00	\$0.00	0.00%
4220 Gas Tax	134,958.58	148,054.00	-13,095.42	91.15 %	\$134,958.58	\$148,054.00	\$ -13,095.42	91.15 %
4270 Vehicle Registration	26,184.05	25,000.00	1,184.05	104.74 %	\$26,184.05	\$25,000.00	\$1,184.05	104.74 %
4280 Grant Revenues					\$0.00	\$0.00	\$0.00	0.00%
4281 State Grants		250,000.00	-250,000.00		\$0.00	\$250,000.00	\$ -250,000.00	0.00%
<b>Total 4280 Grant Revenues</b>		<b>250,000.00</b>	<b>-250,000.00</b>		<b>\$0.00</b>	<b>\$250,000.00</b>	<b>\$ -250,000.00</b>	<b>0.00%</b>
<b>Total 4200 Intergovernmental Revenue</b>	<b>161,142.63</b>	<b>423,054.00</b>	<b>-261,911.37</b>	<b>38.09 %</b>	<b>\$161,142.63</b>	<b>\$423,054.00</b>	<b>\$ -261,911.37</b>	<b>38.09 %</b>
4400 Licenses, Permits, & Fees					\$0.00	\$0.00	\$0.00	0.00%
4430 Permits					\$0.00	\$0.00	\$0.00	0.00%
4433 ROW Permit	779.20		779.20		\$779.20	\$0.00	\$779.20	0.00%
<b>Total 4430 Permits</b>	<b>779.20</b>		<b>779.20</b>		<b>\$779.20</b>	<b>\$0.00</b>	<b>\$779.20</b>	<b>0.00%</b>
4490 Other Fines & Fees	10,000.00		10,000.00		\$10,000.00	\$0.00	\$10,000.00	0.00%
<b>Total 4400 Licenses, Permits, &amp; Fees</b>	<b>10,779.20</b>		<b>10,779.20</b>		<b>\$10,779.20</b>	<b>\$0.00</b>	<b>\$10,779.20</b>	<b>0.00%</b>
4800 Interest Income	83,790.45	45,000.00	38,790.45	186.20 %	\$83,790.45	\$45,000.00	\$38,790.45	186.20 %
<b>Total Income</b>	<b>\$255,712.28</b>	<b>\$2,795,716.00</b>	<b>\$ -2,540,003.72</b>	<b>9.15 %</b>	<b>\$255,712.28</b>	<b>\$2,795,716.00</b>	<b>\$ -2,540,003.72</b>	<b>9.15 %</b>
<b>GROSS PROFIT</b>	<b>\$255,712.28</b>	<b>\$2,795,716.00</b>	<b>\$ -2,540,003.72</b>	<b>9.15 %</b>	<b>\$255,712.28</b>	<b>\$2,795,716.00</b>	<b>\$ -2,540,003.72</b>	<b>9.15 %</b>
<b>Expenses</b>								
6000 Materials & Services					\$0.00	\$0.00	\$0.00	0.00%
6100 Operating Expense					\$0.00	\$0.00	\$0.00	0.00%
6130 Street Supplies					\$0.00	\$0.00	\$0.00	0.00%
6131 Light/Pole Replacement		25,000.00	-25,000.00		\$0.00	\$25,000.00	\$ -25,000.00	0.00%
6132 Street Signs	84.66	2,500.00	-2,415.34	3.39 %	\$84.66	\$2,500.00	\$ -2,415.34	3.39 %
6139 Misc Street Supplies		2,500.00	-2,500.00		\$0.00	\$2,500.00	\$ -2,500.00	0.00%
<b>Total 6130 Street Supplies</b>	<b>84.66</b>	<b>30,000.00</b>	<b>-29,915.34</b>	<b>0.28 %</b>	<b>\$84.66</b>	<b>\$30,000.00</b>	<b>\$ -29,915.34</b>	<b>0.28 %</b>
<b>Total 6100 Operating Expense</b>	<b>84.66</b>	<b>30,000.00</b>	<b>-29,915.34</b>	<b>0.28 %</b>	<b>\$84.66</b>	<b>\$30,000.00</b>	<b>\$ -29,915.34</b>	<b>0.28 %</b>
6200 Facilities					\$0.00	\$0.00	\$0.00	0.00%
6250 Street Fund					\$0.00	\$0.00	\$0.00	0.00%
6251 Street Maintenance & Repair	9,059.99	50,000.00	-40,940.01	18.12 %	\$9,059.99	\$50,000.00	\$ -40,940.01	18.12 %
6252 Street Light Utilities	12,020.18	25,000.00	-12,979.82	48.08 %	\$12,020.18	\$25,000.00	\$ -12,979.82	48.08 %
6255 Bike Paths & Sidewalk Maint/Repair	15,283.14	50,000.00	-34,716.86	30.57 %	\$15,283.14	\$50,000.00	\$ -34,716.86	30.57 %
<b>Total 6250 Street Fund</b>	<b>36,363.31</b>	<b>125,000.00</b>	<b>-88,636.69</b>	<b>29.09 %</b>	<b>\$36,363.31</b>	<b>\$125,000.00</b>	<b>\$ -88,636.69</b>	<b>29.09 %</b>
<b>Total 6200 Facilities</b>	<b>36,363.31</b>	<b>125,000.00</b>	<b>-88,636.69</b>	<b>29.09 %</b>	<b>\$36,363.31</b>	<b>\$125,000.00</b>	<b>\$ -88,636.69</b>	<b>29.09 %</b>
6300 Contract Services					\$0.00	\$0.00	\$0.00	0.00%
6310 Accounting					\$0.00	\$0.00	\$0.00	0.00%
6311 Audit Fees	6,480.00		6,480.00		\$6,480.00	\$0.00	\$6,480.00	0.00%
6312 Accounting Fees	7,706.00		7,706.00		\$7,706.00	\$0.00	\$7,706.00	0.00%
<b>Total 6310 Accounting</b>	<b>14,186.00</b>		<b>14,186.00</b>		<b>\$14,186.00</b>	<b>\$0.00</b>	<b>\$14,186.00</b>	<b>0.00%</b>
6320 Engineering		32,500.00	-32,500.00		\$0.00	\$32,500.00	\$ -32,500.00	0.00%
6330 Planning Services	2,663.85	32,500.00	-29,836.15	8.20 %	\$2,663.85	\$32,500.00	\$ -29,836.15	8.20 %
6350 Legal Services	26,535.00		26,535.00		\$26,535.00	\$0.00	\$26,535.00	0.00%
<b>Total 6300 Contract Services</b>	<b>43,384.85</b>	<b>65,000.00</b>	<b>-21,615.15</b>	<b>66.75 %</b>	<b>\$43,384.85</b>	<b>\$65,000.00</b>	<b>\$ -21,615.15</b>	<b>66.75 %</b>
<b>Total 6000 Materials &amp; Services</b>	<b>79,832.82</b>	<b>220,000.00</b>	<b>-140,167.18</b>	<b>36.29 %</b>	<b>\$79,832.82</b>	<b>\$220,000.00</b>	<b>\$ -140,167.18</b>	<b>36.29 %</b>
7000 Capital Outlay		800,000.00	-800,000.00		\$0.00	\$800,000.00	\$ -800,000.00	0.00%
8100 Transfers					\$0.00	\$0.00	\$0.00	0.00%
8110 Transfer to General Fund	86,450.00	86,450.00	0.00	100.00 %	\$86,450.00	\$86,450.00	\$0.00	100.00 %
<b>Total 8100 Transfers</b>	<b>86,450.00</b>	<b>86,450.00</b>	<b>0.00</b>	<b>100.00 %</b>	<b>\$86,450.00</b>	<b>\$86,450.00</b>	<b>\$0.00</b>	<b>100.00 %</b>
8900 Contingency (Budget)		40,000.00	-40,000.00		\$0.00	\$40,000.00	\$ -40,000.00	0.00%
<b>Total Expenses</b>	<b>\$166,282.82</b>	<b>\$1,146,450.00</b>	<b>\$ -980,167.18</b>	<b>14.50 %</b>	<b>\$166,282.82</b>	<b>\$1,146,450.00</b>	<b>\$ -980,167.18</b>	<b>14.50 %</b>
<b>NET OPERATING INCOME</b>	<b>\$89,429.46</b>	<b>\$1,649,266.00</b>	<b>\$ -1,559,836.54</b>	<b>5.42 %</b>	<b>\$89,429.46</b>	<b>\$1,649,266.00</b>	<b>\$ -1,559,836.54</b>	<b>5.42 %</b>
<b>NET INCOME</b>	<b>\$89,429.46</b>	<b>\$1,649,266.00</b>	<b>\$ -1,559,836.54</b>	<b>5.42 %</b>	<b>\$89,429.46</b>	<b>\$1,649,266.00</b>	<b>\$ -1,559,836.54</b>	<b>5.42 %</b>

# Checking Account Detail - Prior Month - Council

City of Durham, Oregon

April 2026

DISTRIBUTION ACCOUNT	NUM	TRANSACTION DATE	NAME	DESCRIPTION	AMOUNT
<b>Expense</b>					
1120 Checking	Debit 2026.04.01	04/01/2026	Amazon/Whole Foods	Amazon - Order #114-3838550-0597865 - Garbage grabber, 16ft USB-C to USB-C cable, Duck Tape, Masking Tape, Krud Kutter Graffiti Remover	-68.60
1120 Checking	EFT	04/02/2026	PGE	Monthly City Hall Electric Bill	-91.64
1120 Checking	EFT	04/02/2026	PGE	Monthly Arkenstone Park Electric Bill	-25.48
1120 Checking	EFT	04/02/2026	PGE	Monthly Heron Grove Path Electric Bill	-31.16
1120 Checking	EFT	04/03/2026	Gusto	March 2026 Monthly Payroll Autopay Fees	-104.00
1120 Checking	EFT	04/05/2026	Ziplay Fiber	April 2026 Ziplay Autopay	-253.34
1120 Checking	EFT	04/06/2026	NW Natural Gas	April 2026 Monthly Gas Bill Autopay	-99.36
1120 Checking	EFT	04/07/2026	CIS - Employee Benefits	April 2026 Employee Benefits Autopay	-1,166.90
1120 Checking	EFT - Pension	04/10/2026	PERS	PERS Pension for 03/21 - 04/05/2026 Employer Statement	-1,480.81
1120 Checking	EFT - IAP	04/10/2026	PERS	PERS IAP for 03/21 - 04/05/2026 Employer Statement	-369.59
1120 Checking	5D4D8B4A-0018	04/15/2026	Turboscribe	Apr 2026 Monthly Turboscribe Subscription	-20.00
1120 Checking	EFT	04/18/2026	Chat GPT - Open AI	April '26 ChatGPT Monthly Subscription - Invoice #CE923226-0018	-20.00
1120 Checking	EFT	04/20/2026	T-Mobile	April '26 CA Monthly Cell Phone Bill	-36.05
1120 Checking	10001488111039	04/27/2026	Intuit Quickbooks	April 2026 QuickBooks Online Monthly Fees	-115.00
1120 Checking	EFT - IAP	04/27/2026	PERS	PERS IAP for 04/06 - 04/20/2026 Employer Statement	-370.11
1120 Checking	EFT - Pension	04/27/2026	PERS	PERS Pension for 04/05 - 04/20/2026 Employer Statement	-1,482.89
<b>Total for Expense</b>					<b>-\$5,734.93</b>
<b>Bill Payment (Check)</b>					
1120 Checking	17928	04/01/2026	Jordan D. Parente	March 2026 Expenses	-60.02
1120 Checking	17929	04/01/2026	Wyatt Bean	March 2026 Expenses	-2.18
1120 Checking	17930	04/06/2026	Dept. of Consumer & Bus. Services	Q1 2026 State Surcharge	-514.49
1120 Checking	17931	04/08/2026	Alexonet	March 2026 IT Services	-302.80
1120 Checking	17932	04/08/2026	PGE	March 2026 PGE Street Lights	-1,104.59
1120 Checking	17933	04/08/2026	Hager Handyman Service	March 2026 City Maintenance	-5,400.00
1120 Checking	17934	04/08/2026	Beery Elsner & Hammond, LLP	February 2026 Legal Services	-7,109.30
1120 Checking	17935	04/09/2026	Hager Handyman Service	Early-April 2026 City Maintenance	-775.00
1120 Checking	17936	04/14/2026	City of Tualatin	Q1 2026 Building Fees	-6,225.15
1120 Checking	17937	04/14/2026	Metro CET	Q1 2026 Metro CET	-3,178.00
1120 Checking	17938	04/14/2026	Tigard-Tualatin School District	Q1 2026 TTSD CET	-17,087.23
1120 Checking	17939	04/14/2026	Oregon Dept. of Transportation	March 2026 Monthly ODOT Traffic Light Bill	-15.37
1120 Checking	17940	04/20/2026	T. Olson Properties	May 2026 City Hall Rent	-1,100.00

## Checking Account Detail - Prior Month - Council

City of Durham, Oregon

April 2026

DISTRIBUTION ACCOUNT	NUM	TRANSACTION DATE	NAME	DESCRIPTION	AMOUNT
1120 Checking	17941	04/20/2026	Merina+Co	March 2026 Accounting Services	-1,577.50
1120 Checking	17942	04/28/2026	Hager Handyman Service	April 2026 City Maintenance	-3,270.00
1120 Checking	17943	04/28/2026	Cannon Planning Services	March 2026 Planning Services	-1,155.00
<b>Total for Bill Payment (Check)</b>					<b>-</b>
					<b>\$48,876.63</b>
<hr/>					
Journal Entry					
1120 Checking	FY26-04.10.26- Payroll	04/10/2026		04/10/2026 Net Pay	-4,497.00
1120 Checking	FY26-04.10.26- Payroll	04/10/2026		04/10/2026 Taxes	-2,227.87
1120 Checking	FY26-04.24.26- Payroll	04/24/2026		04/24/2026 Net Pay	-4,380.51
1120 Checking	FY26-04.24.26- Payroll	04/24/2026		04/24/2026 Taxes	-2,355.91
<b>Total for Journal Entry</b>					<b>-</b>
					<b>\$13,461.29</b>
<hr/>					
<b>TOTAL</b>					<b>-</b>
					<b>\$68,072.85</b>

$$\$5,734.93 + \$13,461.29 = \$19,196.22$$