



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

May 7, 2014

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

*Council President Tim Dale
Councilor Clint Coleman
Councilor Traci Hensley*

*Councilor Greg Parker
Councilor Ken Rider
Councilor Todd Rocha*

WORK SESSION

6:30 PM

City Hall Conference Room
182 N Holly

This Work Session will be attended by the Mayor and City Council to discuss future Transit parking options.

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

- | | |
|---|-------|
| A. Pledge of Allegiance and Moment of Silence | |
| B. Water Safety Month Proclamation | Pg. 1 |
| C. Poppy Days in Canby Proclamation | Pg. 2 |
| D. NALC Food Drive Day Proclamation | Pg. 3 |
| E. Walk and Bike Challenge Month Proclamation | Pg. 4 |
| F. Public Works Week Proclamation | Pg. 5 |
| G. Drinking Water Week Proclamation | Pg. 6 |

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

- A. Approval of Minutes of the April 2, 2014 City Council Work Session & Regular Meeting
- B. Approval of Minutes of the April 23, 2014 City Council Special Meeting
- C. Approval of Minutes of the April 30, 2014 City Council Special Meeting

7. RESOLUTIONS & ORDINANCES

- A. Res. 1187, Adopting IGA with ODOT Entitled Oregon Public Works Emergency Response Cooperative Assistance Agreement for the Purpose of Supporting and Providing Maintenance of Public Facilities During Non-Routine and Emergency Conditions Pg. 7
- B. Ord. 1401, Authorizing Contract with Eagle-Elsner, Inc. in the Amount of \$444,865.80 with Authorization to Expand the Work Scope to an Amount not to Exceed \$525,000.00 for Construction of the 2014 Street Maintenance Program; and Declaring an Emergency Pg. 16

8. NEW BUSINESS

- A Approval of City Administrator Recruitment Profile Pg. 28

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Pending Litigation

13. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer, MMC, City Recorder at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

Water Safety Month

WHEREAS, citizens of Canby recognizes that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the citizens of Canby understand the essential role that Water Safety education plays in preventing drownings and recreational water-related injuries and have demonstrated that understanding by approving funding to continue operation of the Canby Swim Center; and

WHEREAS, the City of Canby is aware of the contributions made by the recreational water industry, as represented by the many organizations, including the Canby Swim Center, involved in the National Water Safety Month Coalition that have developed safe swimming facilities, swim lessons and other aquatic programs, home pools and spas, and related activities; and

WHEREAS, these facilities, along with the many natural rivers and ponds in the Canby area are providing healthy places to recreate, learn and grow, build self-esteem, confidence, and a sense of self-worth which contributes to the quality of life in our community; and

WHEREAS, the citizens of Canby recognize the ongoing efforts and commitment of the Canby Swim Center to educate the public, and especially children, regarding Water Safety issues so that they may safely enjoy the benefits of all water related activities; and

WHEREAS, the citizens of Canby understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to area rivers and swimming holes.

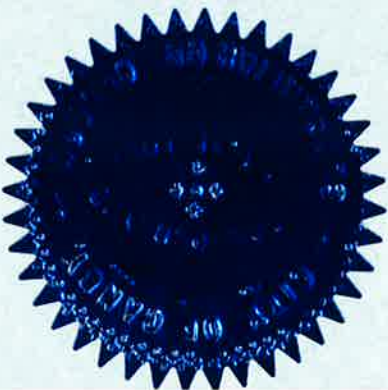
NOW THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May as:

WATER SAFETY MONTH

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 7th day of May 2014 in the City of Canby, Oregon.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

Poppy Days in Canby

WHEREAS, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead and serves as a source of aid to surviving veterans and their families; and

WHEREAS, the contributions provided by the American Legion Auxiliary are put to good use in support of the children and youth of the Canby community and toward the rehabilitation and care of veterans; and

WHEREAS, the work of the American Legion Auxiliary through the annual sale of poppies is a proper and fitting tribute to the acts of patriotism and courage made by our nation's veterans in time of national need.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May 2014 as

Poppy Month

and I do further proclaim the week of May 25 through May 31, 2014 as

Poppy Days in the City of Canby

and urge all citizens of the City of Canby to proudly remember the sacrifices made by the members of our Armed Forces by contributing to the American Legion Auxiliary during the month of May 2014 in support of their service to our country's veterans.

Given unto my hand this 7th day of May 2014.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

National Association of Letter Carriers National Food Drive Day

WHEREAS, the National Association of Letter Carriers, in conjunction with the National Rural Letter Carriers' Association, Campbell Soup Company, Valpak, U.S. Postal Service, United Way, AFL-CIO, Feeding America, Uncle Bob's Self-Storage, AARP, Publix and Valassis are coordinating a non-perishable food drive; and

WHEREAS, the Saint Vincent de Paul Food Bank at St. Patrick's Church and Canby's local food banks are in need of food at all times; and

WHEREAS, the local food bank shelves are continually in need of replenishment due to the ongoing dramatic increase in the need for food; and

WHEREAS, last year 8,855 pounds of non-perishable food was collected; and

WHEREAS, during the last six months the total number of food orders at the St. Vincent de Paul Food Bank in Canby was 1,356; and

WHEREAS, the local letter carriers will collect non-perishable food items placed by mailboxes on Saturday, May 10, 2014.

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, May 10, 2014 as

2014 National Association of Letter Carriers
National Food Drive Day

and urge all citizens of the City of Canby to participate in this worthwhile event by donating non-perishable food items to help feed those who are in need.

Given unto my hand this 7th day of May 2014.



Brian Hodson
Mayor



Office of the Mayor

Proclamation

Walk and Bike Challenge Month

WHEREAS, for more than a century the bicycle has been an utilitarian, economical, environmentally sound and effective means of personal transportation, recreation and fitness; and

WHEREAS, the City of Canby encourages the use of bicycles and walking as a means of transportation; and

WHEREAS, the City of Canby recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities in Oregon except highways constructed to interstate standards; and

WHEREAS, the City of Canby encourages the increased use of the bicycle and walking— benefiting all citizens of Canby by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering physical fitness; and

WHEREAS, the City of Canby recognizes the use of bicycles and walking as viable modes of transportation, endeavors to promote safe and responsible bicycling and walking and is committed to incorporating the development of bicycle and pedestrian facilities in the vision for revitalizing downtown Canby; and

WHEREAS, the City of Canby's Bicycle and Pedestrian Committee in conjunction with the Mayor encourage all citizens to ride their bicycles or walk to work, to the store, to the park, to school, and around their neighborhoods and with friends, family, and neighbors to promote the personal and societal benefits achieved from bicycling and walking.

NOW THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May as:

WALK AND BIKE CHALLENGE MONTH

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 7th day of May, 2014 in the City of Canby, Oregon.



Brian Hodson
Mayor



Office of the Mayor

Proclamation

PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as parks, fleet, sewer, streets, stormwater, wastewater, and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skill of public works staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim May 18-24, 2014 as:

Public Works Week

in the City of Canby and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works staff make every day to our health, safety, comfort and quality of life.

Given unto my hand this 7th day of May 2014 in the City of Canby, Oregon.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

DRINKING WATER WEEK

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water.

NOW THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim May 4-10, 2014 as:

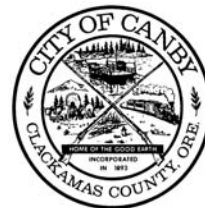
Drinking Water Week

in the City of Canby and call upon all citizens to support and promote this observance.

Given unto my hand this 7th day of May 2014 in the City of Canby, Oregon.



Brian Hodson
Mayor



M E M O R A N D U M

TO: *Honorable Mayor Hodson and City Council*
FROM: *Jerry Nelzen, Public Works Lead*
DATE: *April 8, 2014*
THROUGH: *Amanda Zeiber, Interim City Administrator/HR Director*

Issue:

Continuation as a member of the Oregon Public Works Emergency Response Cooperative Assistance Agreement.

Background:

In June of the City of Canby entered into a five year IGA with the Oregon Department of Transportation (ODOT) entitled the Oregon Public Works Emergency Response Cooperative Assistance Agreement.

The mutual aid agreement provides the following benefits:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response to the Requesting Agency when the Responding Agency determines it can provide the needed resources and expertise.
- Sets up the documentation needed to seek maximum reimbursement possible from federal agencies.

Recommendation:

Staff recommends that the City Council adopt resolution 1187 adopting an intergovernmental agreement (IGA) between the City and ODOT.

Attachments:

Resolution 1187 and Exhibit "A"

RESOLUTION NO. 1187

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF CANBY (CITY) AND OREGON DEPARTMENT OF TRANSPORTATION (ODOT) ENTITLED OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT FOR THE PURPOSE OF SUPPORTING AND PROVIDING MAINTENANCE OF PUBLIC FACILITIES DURING NON-ROUTINE AND EMERGENCY CONDITIONS.

WHEREAS, on June 17, 2009 the City and ODOT entered into a five year IGA entitled Oregon Public Works Emergency Response Cooperative Assistance Agreement to be utilized in the event of a major emergency or disaster as defined in ORS 401.025(4) via Resolution 1029; and

WHEREAS, on June 16, 2014 the IGA will expire the City wishes to enter into a new five year IGA with ODOT; and

WHEREAS, both parties may need assistance to provide supplemental personnel, equipment or other support in the event of an emergency or disaster; and

WHEREAS, ODOT has proposed a form of IGA that is acceptable to the City; now therefore

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

1. That the attached IGA, marked as Exhibit “A” and by this reference incorporated herein, by and between the Oregon Department of Transportation and the City of Canby is hereby adopted. The Mayor is authorized to sign the IGA on behalf of the City.
2. This resolution shall take effect on May 7, 2014.
3. Resolution 1029 is hereby is repealed.

ADOPTED this 7th day of May 2014, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



September 24, 2013

Luci Moore
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax Number:

E-mail address (if available):

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 SW HAMPTON, SUITE 210
PORTLAND, OR 97223

TO: Honorable Mayor and City Council
CITY OF CANBY
ATTN: Ms. Amanda Zeiber, Interim City Administrator

FROM: Hassan Ibrahim, P.E.
CURRAN-McLEOD, INC.

DATE: May 17, 2014

ISSUE: 2014 STREET MAINTENANCE PROGRAM
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1401

SYNOPSIS: On April 16th, 2014, the City of Canby solicited and received six (6) bids for the 2014 Street Maintenance Program. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1401 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$444,865.80 for the 2014 Street Maintenance Program; and declaring an emergency.

RATIONALE:

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. Of the bids received, all were deemed to be responsible and responsive, with Eagle-Elsner, Inc. submitting the low responsible and responsive bid.

The low responsive bid is approximately \$80,000 under the amount of available funds budgeted for the 2014-2015 fiscal year, which will allow the City to expand the work scope if necessary to other streets that are in immediate need of maintenance. City staff can provide a list of the additional streets to be included in the scope of work at the next scheduled Council meeting.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Haley J. 4/28/14

BACKGROUND:

This project is part of the Street Maintenance Program funded through the street maintenance fee. It is a continuation of the annual street maintenance program based on the Pavement Condition Index survey. The funding source is limited to maintenance of the existing street network.

FISCAL IMPACT:

Attached are Ordinance 1401 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the bid amount of \$444,865.80. The low responsive bid of \$444,865.80, however, is below the available budget of the 2014 - 2015 fiscal year and should not pose a funding problem.

Attached are Ordinance 1401 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the bid amount of \$444,865.80 with authorization to expand the work scope to an amount not to exceed \$525,000.00

ENCLOSURES:

- Ordinance Number 1401
- Exhibit 'A' Construction Contract
- Exhibit 'B' Bid Tabulation
- Recommendation of Award

cc: Ms. Kim Scheafer

April 17, 2014

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

City of Canby
182 N Holly Street
Canby, OR 97013
Attn: Ms. Amanda Zeiber, Interim City Administrator

RE: CITY OF CANBY
2014 STREET MAINTENANCE PROGRAM
BID TABULATION & RECOMMENDATION OF AWARD

Mr. Mayor and City Council Members:

On April 16th, 2014, the City of Canby solicited and received six (6) bids for the 2014 Street Maintenance Program project. The summary of the pricing is shown on the attached tabulation, with the low bid received from Eagle-Elsner, Inc.

The summary of cost from each of the six (6) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$444,865.80
2.	Roy L. Houck Construction, LLC	\$466,581.60
3.	S-2 Contractors, Inc.	\$503,548.00
4.	Knife River Corporation Northwest	\$522,008.10
5.	North Santiam Paving Company	\$528,956.20
6.	Brix Paving Company	\$589,024.10

BID REVIEW

Each bid was reviewed for compliance with the requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier disclosure information and execution of the bid.

The low bidder, Eagle-Elsner, Inc. has a good record with the Construction Contractors Board and we are not aware of any concerns, prequalified with the Oregon Department of Transportation and a familiar name. We have worked with Eagle-Elsner, Inc. on many successful projects of similar scope over the years in the City of Canby and communities throughout the metropolitan area and is currently contracted by the City to perform the roadway improvements on N. Juniper Street and NE 9th Avenue project.

In summary all bidders were deemed responsive.

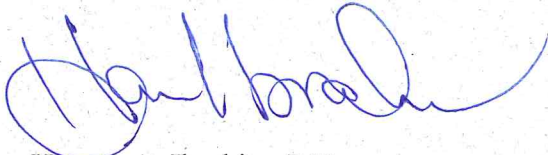
SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2014 Street Maintenance Program project to the low responsive bidder Eagle-Elsner, Inc., in the amount of Four Hundred Forty Four Thousand, Eight Hundred Sixty Five and 80/100 Dollars (\$444,865.80).

We have enclosed a staff report, an ordinance 1401, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we will be issuing a Notice of Intent to Award today to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

A handwritten signature in blue ink, appearing to read 'Hassan A. Ibrahim', with a stylized flourish at the end.

Hassan A. Ibrahim, P.E.

Enclosures: 1401 Staff Report
1401 Ordinance
Bid Tabulation
Contract for Construction

ORDINANCE NO. 1401

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$444,865.80 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$525,000.00 FOR CONSTRUCTION OF THE 2014 STREET MAINTENANCE PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received six (6) bids for the 2014 Street Maintenance Program; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 2, 2014; and

WHEREAS, bids were received and opened on April 16, 2014 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud:

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein as Exhibit "B" and summarized as follows:

1.	Eagle-Elsner, Inc.	\$444,865.80
2.	Roy L. Houck Construction, LLC	\$466,581.60
3.	S-2 Contractors, Inc.	\$503,548.00
4.	Knife River Corporation Northwest	\$522,008.10
5.	North Santiam Paving Company	\$528,956.20
6.	Brix Paving Company	\$589,024.10

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 7, 2014, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low responsive bid was that of Eagle-Elsner, Inc.; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or Interim City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Eagle-Elsner, Inc. for the 2014 Street Maintenance Program in the

amount of \$444,865.80 with authorization to expand the work scope to an amount not to exceed \$525,000.00 using the contract unit prices. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 7, 2014; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 21, 2014, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of May 2014, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2014 by and between

City of Canby

(hereinafter called OWNER) and

Eagle-Elsner, Inc.

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby 2014 Street Maintenance Program

The scope of work consists of the following:

- ! Approximately 5,300 tons of asphaltic concrete pavement at 1.5", 2" and 3" thickness.
- ! Approximately 2,730 square yard of existing pavement milling 2" to 3" thickness.
- ! Approximately 3,600 lineal feet of 6-foot wide panel grinding.
- ! Approximately 740 square feet of minor pavement restoration at multiple streets.
- ! Restore approximately 8,300 lineal feet of 4" and 8" wide stripes and approximately 1,310 square feet of stop bars, continental crosswalks including miscellaneous legends.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Four Hundred Forty-Four Thousand Eight Hundred Sixty-Five and 80/100----- Dollars

(**\$444,865.80**) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95% of the Work completed; and
- (b) 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents .
- 8.8 Specifications bearing the following general title:
City of Canby
2014 Street Maintenance Program
- 8.9 Addenda numbers 1.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on _____, 2014.

OWNER:

**City of Canby
P.O. Box 930
Canby, OR 97013**

CONTRACTOR:

**Eagle-Elsner, Inc.
P.O. Box 23294
Tigard, OR 97281**

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

Telephone: **(503) 628-1137**

City of Canby

Project: **2014 Street Maintenance and Resurfacing Project**Bid Date: **4/16/14****1****2****3****4****5****6**

BID TABULATION				Eagle-Elsner	Roy Houck Construction	S-2 Contractors	Knife River Corporation NW	North Santiam Paving	Brix Paving Northwest
Basic Bid		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
1	Mobilization	1	LS	\$ 28,000.00	\$ 32,750.00	\$ 41,900.00	\$ 54,030.00	\$ 54,000.00	\$ 95,000.00
				\$ 28,000.00	\$ 32,750.00	\$ 41,900.00	\$ 54,030.00	\$ 54,000.00	\$ 95,000.00
2	1/2' Dense Mix Asphalt Concrete Prelevel	100	Tons	\$ 85.00	\$ 80.25	\$ 120.00	\$ 85.00	\$ 110.00	\$ 115.00
				\$ 8,500.00	\$ 8,025.00	\$ 12,000.00	\$ 8,500.00	\$ 11,000.00	\$ 11,500.00
3	1.5" Lift , 1/2" Dense Mix Asphalt Concrete Pavement Overlay	1600	Tons	\$ 66.60	\$ 68.25	\$ 80.00	\$ 75.00	\$ 76.00	\$ 80.00
				\$ 106,560.00	\$ 109,200.00	\$ 128,000.00	\$ 120,000.00	\$ 121,600.00	\$ 128,000.00
4	2" Lift,1/2" Dense Mix Asphalt Concrete Pavement Overlay	3200	Tons	\$ 67.30	\$ 71.25	\$ 72.00	\$ 77.50	\$ 76.00	\$ 80.00
				\$ 215,360.00	\$ 228,000.00	\$ 230,400.00	\$ 248,000.00	\$ 243,200.00	\$ 256,000.00
5	3" Lift, 1/2" Dense Mix Asphalt Concrete Pavement Overlay	500	Tons	\$ 69.40	\$ 71.25	\$ 72.00	\$ 73.60	\$ 67.00	\$ 80.00
				\$ 34,700.00	\$ 35,625.00	\$ 36,000.00	\$ 36,800.00	\$ 33,500.00	\$ 40,000.00
6	Grind Existing Pavement (6' Wide Panel, 2" Max. Depth)	3600	LF	\$ 3.50	\$ 4.00	\$ 3.00	\$ 3.90	\$ 6.90	\$ 4.55
				\$ 12,600.00	\$ 14,400.00	\$ 10,800.00	\$ 14,040.00	\$ 24,840.00	\$ 16,380.00
7	Existing Pavement Removal (Grinding/Milling, 2"-3" Depth)	2730	SY	\$ 3.25	\$ 3.60	\$ 3.00	\$ 4.25	\$ 3.00	\$ 4.25
				\$ 8,872.50	\$ 9,828.00	\$ 8,190.00	\$ 11,602.50	\$ 8,190.00	\$ 11,602.50
8	Minor Pavement Restoration	740	SF	\$ 11.10	\$ 5.25	\$ 10.00	\$ 6.55	\$ 13.50	\$ 5.20
				\$ 8,214.00	\$ 3,885.00	\$ 7,400.00	\$ 4,847.00	\$ 9,990.00	\$ 3,848.00
8A.	Pavement Reconstruction	100	SF	\$ 22.20	\$ 14.50	\$ 20.00	\$ 7.25	\$ 15.00	\$ 13.85
				\$ 2,220.00	\$ 1,450.00	\$ 2,000.00	\$ 725.00	\$ 1,500.00	\$ 1,385.00
9	Railroad Flagging	20	HRS	\$ 0.01	\$ 80.00	\$ 75.00	\$ 145.00	\$ 100.00	\$ 225.00
				\$ 0.20	\$ 1,600.00	\$ 1,500.00	\$ 2,900.00	\$ 2,000.00	\$ 4,500.00
10	4" Wide Yellow or White Thermoplastic Stripe	3630	LF	\$ 1.00	\$ 1.55	\$ 1.20	\$ 1.05	\$ 1.00	\$ 1.05
				\$ 3,630.00	\$ 5,626.50	\$ 4,356.00	\$ 3,811.50	\$ 3,630.00	\$ 3,811.50
11	8" Wide White Thermoplastic Stripe	4660	LF	\$ 1.60	\$ 1.60	\$ 1.70	\$ 1.65	\$ 1.50	\$ 1.65
				\$ 7,456.00	\$ 7,456.00	\$ 7,922.00	\$ 7,689.00	\$ 6,990.00	\$ 7,689.00
12	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 24" Wide x 9' Long Continental Crosswalk	1310	SF	\$ 0.01	\$ 0.01	\$ 2.00	\$ 0.01	\$ 0.02	\$ 0.01
				\$ 13.10	\$ 13.10	\$ 2,620.00	\$ 13.10	\$ 26.20	\$ 13.10
13	Bike Stencil Legend	10	Ea	\$ 270.00	\$ 275.00	\$ 300.00	\$ 280.00	\$ 260.00	\$ 286.00
				\$ 2,700.00	\$ 2,750.00	\$ 3,000.00	\$ 2,800.00	\$ 2,600.00	\$ 2,860.00
14	Rail Road Crossing Legend	2	Ea	\$ 700.00	\$ 725.00	\$ 800.00	\$ 730.00	\$ 700.00	\$ 755.00
				\$ 1,400.00	\$ 1,450.00	\$ 1,600.00	\$ 1,460.00	\$ 1,400.00	\$ 1,510.00
15	Left, Right, Combined Straight & Right or Straight Arrows	25	Ea	\$ 155.00	\$ 150.00	\$ 200.00	\$ 160.00	\$ 150.00	\$ 165.00
				\$ 3,875.00	\$ 3,750.00	\$ 5,000.00	\$ 4,000.00	\$ 3,750.00	\$ 4,125.00
16	International ADA Symbols	1	Ea	\$ 185.00	\$ 185.00	\$ 220.00	\$ 190.00	\$ 180.00	\$ 200.00
				\$ 185.00	\$ 185.00	\$ 220.00	\$ 190.00	\$ 180.00	\$ 200.00
17	Stop Symbols	2	Ea	\$ 290.00	\$ 294.00	\$ 320.00	\$ 300.00	\$ 280.00	\$ 300.00
				\$ 580.00	\$ 588.00	\$ 640.00	\$ 600.00	\$ 560.00	\$ 600.00
TOTAL BASIC BID				\$ 444,865.80	\$ 466,581.60	\$ 503,548.00	\$ 522,008.10	\$ 528,956.20	\$ 589,024.10

* **Bold Numbers indicate a math error**



CITY OF CANBY OREGON

CITY ADMINISTRATOR

\$120,000 - \$145,000

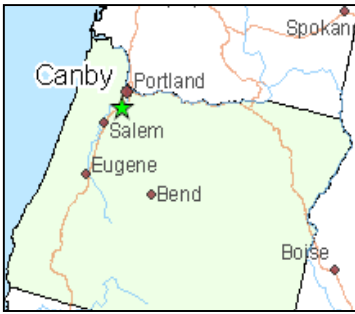
Plus Excellent Benefits

Apply by
June 22, 2014
(open until filled)

PROTHMAN



WHY APPLY?



Located just 20 minutes south of Portland and nestled in the heart of the Willamette Valley, Canby offers all the amenities of a larger city while maintaining its small town charm. Separated from its

urban neighbors by a stretch of farmland and rolling hills, Canby residents enjoy a high quality of life with hiking, skiing and sightseeing at nearby Mt. Hood and fishing and boating on the Willamette and Columbia Rivers.

Canby is a diverse and vital community that welcomes families to make their roots and enjoy small town living. If you are a professional looking to lead a team of dedicated staff to provide excellent services to a close-knit town, this is the right position for you!

THE COMMUNITY

Canby is nestled in the heart of the Willamette Valley within the Portland metropolitan region. This Clackamas County community has a total area of 3.79 square miles and a population of nearly 16,000 residents. Canby is centrally located along the west coast within a 3-hour drive of Seattle/Tacoma, Washington and a day drive to San Francisco, California, Vancouver, British Columbia, and Boise, Idaho.



Canby is an attractive, growing community whose residents enjoy the beauty of the countryside with city life only a short distance away. Canby values its small town attributes and wants to build on and

preserve them. The community takes great pride in its unique identity, agricultural, historical and river based heritage and strong sense of community and enjoys a relatively low cost of living when compared to the Portland metro area.



Canby is known for its natural beauty and delicious bounty from local farms. The Canby Area Loop is a self-guided farm tour route that leads visitors on a tour of more than 20 farm stops to pet animals, taste hazelnuts and chocolates, sip fine wines produced from the region's Jory soils, pick berries and fresh flowers, watch a rodeo or shop for western wear. The Canby Saturday Market offers fresh produce, quality plants and crafts and a chance to get together with neighbors.

Canby welcomes growth and is very business friendly. The City has a 367 acre Canby Pioneer Industrial Park with a variety of sites ready for development. The City's Urban Renewal District is funding infrastructure to develop employment land and invest in an attractive downtown. Canby's assets include well regarded and technologically advanced schools and arts and cultural events and facilities. The Canby School District serves 5,000 students enrolled in five elementary schools, one middle school, one K-8 school, and one high school.

THE CITY & POSITION

Mission

To maintain and improve the quality of life and environment for all within the Canby community.

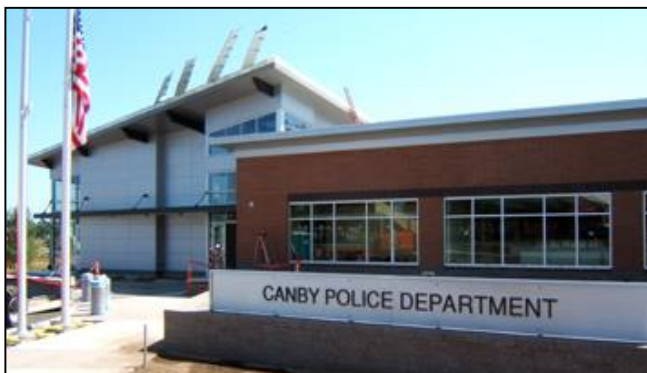
Incorporated in 1893, the City of Canby operates as a mayor-council form of government. The Mayor serves for a term of two years, elected at each biennial general election. The Council is composed of six members elected from the city at large, each

for a term of four years. Appointed by the City Council, the City Administrator oversees all city departments and is assisted by the Assistant City Administrator/Human Resource Director. Departments include Administration, Police, Public Works, Library, Planning, Finance, Economic Development/Urban Renewal, Tech Services, Swim Center and Transit. The total 2013-2014 adopted budget is \$26,073,100 with 90 FTEs. An organization chart is available on the Prothman website.

The City Administrator plans, organizes, and directs the overall administrative activities and operations of the City in accordance with policies determined by the City Council.

Other responsibilities include:

- Advise the Council of the City's financial condition, and current and future needs. Direct the development, presentation, and administration of the City budget; prepare and oversee the financial forecast of funding needed for staffing, equipment, materials, and supplies.
- Provide management and oversight to the Economic Development Department and Urban Renewal Agency.
- Negotiate contracts and solutions on a variety of administrative, fiscal, and special projects
- Provide supervision and manage staff to ensure City goals and objectives are met. Hire or remove City employees and have general supervision and control over them and their work, with power to transfer an employee from one department to another.
- Oversee the enforcement of all City ordinances; monitor all contractual agreements with franchises, leases, contracts, permits and privileges granted by the City.
- Represent the City in the community and at professional meetings; participate on a variety of boards and commissions.



OPPORTUNITIES & CHALLENGES

Civic Building – There is an advisory vote on the May ballot. If the ballot measure passes, the City/URA will start the process to construct a new civic building which will house the library and administrative offices (Administration, Finance, Planning, Economic Development/Urban Renewal and Tech Services). Offices are currently spread out in multiple locations. If the measure fails, the agency will review other projects in the Urban Renewal Plan to determine how to spend the money that was borrowed for the library/civic building project.

Budget – City staff is currently working on putting together a balanced budget to present to the budget committee in early May. With expenditures increasing and revenues decreasing or staying even, it is not sustainable to continue with the current level of services/staff. Proposals will be made to reduce personnel costs, which make up about 70% of the General Fund expenditures. The City Administrator will need to continue to work towards creating a sustainable budget while meeting the needs of the City and the provisions of the collective bargaining agreements.

EXPERIENCE & EDUCATION REQUIREMENTS

Canby is seeking an experienced manager and strong leader who understands all aspects of municipal government and has an appreciation of the challenges currently facing small cities. He/she must have a proven track record of responsible budget and financial management and must be politically astute with the ability to facilitate the council thru complex processes. An unquestionable sense of integrity, honesty, and professionalism is required.

Canby desires a City Administrator who can mentor and teach, and is approachable, collaborative yet can make the hard decisions when necessary. Economic stability and maintaining staffing levels to meet service needs will be of high importance as well as having an understanding of large capital project planning and management. Experience in economic development will be a plus as the city is very business friendly with an excellent economic development environment.

A Bachelors degree from a four-year college or university in public administration, business management, or closely related field is required and ten years experience with a minimum five years related experience as a City Manager, Assistant City Manager, or exempt level department head; or any satisfactory combination of experience and training which demonstrates the knowledge, skills and abilities to perform the above duties. A Masters degree in a related field and previous Oregon experience in a city administrator/manager position preferred. Valid Oregon Drivers License or ability to obtain within six months.

Canby City Charter requires the City Administrator to live within the City limits within a reasonable amount of time.

COMPENSATION & BENEFITS

- **\$120,000 - \$145,000**
- Holidays – 10 plus 1 personal
- Paid Vacation
- Paid Sick Leave – 96 hours per year
- Administrative Leave – 55 hours per year
- Participation in Oregon PERS/OPSRP retirement plan. City makes the 6% employee contribution in addition to salary
- Medical, Dental, Vision, Ortho
- Life Insurance and Long Term Disability
- Deferred compensation plan

www.ci.canby.or.us

The City of Canby is an Equal Opportunity Employer. All qualified candidates are strongly encouraged to apply by **June 22, 2014** (first review, open until filled). Applications, supplemental questions, resumes and cover letters will only be accepted electronically. To **apply online**, go to **www.prothman.com** and click on "submit your application" and follow the directions provided. Resumes, cover letters and supplemental questions can be uploaded once you have logged in.



www.prothman.com

371 NE Gilman Blvd., Ste 350
Issaquah, WA 98027
206.368.0050

Management Team Meeting Minutes
March 31, 2014
2:00 PM
City Hall Conference Room

In attendance: Amanda Zeiber, Julie Wehling, Kim Scheafer, Bryan Brown, Eric Laitinen, Melissa Kelly, Bret Smith, Darvin Tramel, Joseph Lindsay, and Renate Mengelberg.

Kim Scheafer

- Reviewed Agenda for April 9 URA Meeting
- No items on Agenda for April 16 CC Meeting

Amanda Zeiber

- Staff came up with an interim plan for the 1st Avenue pavilion locations
- Request for bids for the 2014 Street Maintenance Program went out today
- Job opening for Maintenance Worker Streets/Collections has been posted
- Police Officer finalists have been narrowed down to five

Renate Mengelberg

- First Friday will be April 4
- *Grimm* episode filmed in Canby will show on NBC Friday at 9 p.m.
- Working on lead for a mid-western company
- Team Track meeting this week
- Arts Committee decided on a musical instrument theme

Julie Wehling

- Attending C4 meeting Thursday to talk about CAT
- Working on 5311 application and a planning grant
- Will be meeting with staff regarding additional bus parking area
- Legislature allocated additional money for elderly and disabled transportation. Canby received \$40,000.

Eric Laitinen

- Spring break was very busy – over 65 people per swim session
- Twenty one people attended life guard training last week

Darvin Tramel

- There is a 35 day public comment period for the WPCF Permit. He submitted comments.
- Pretreatment report is done
- Working on TMDL report
- Received a six month variance on the Stormwater mater plan

Bryan Brown

- Short staffed at front counter
- Working on Fred Meyer appeal
- Need AFD decision from City Attorney
- PC will hold a public hearing on April 14 for the Trend Business Center Building C
- PC will hold public hearings on April 28 for the Dinsmore and Bristol applications

Melissa Kelly

- Working with IT to figure out who is responsible for each computer in the library i.e. City or County
- Library Directors will be meeting this week to discuss the Network Manager position
- Volunteer party and Music in the Stacks will be on April 12
- Working on signage for the front of the library
- Working on summer reading program

Bret Smith

- Interviewed applicants for the Court Clerk position last week
- A fire destroyed a home on N Locust last week
- Officers intervened on a burglary last week. Arrested three suspects
- Developing Worthy Leaders training will be held at the PD May 7-9

Minutes taken by Kim Scheafer