



AGENDA

CANBY CITY COUNCIL REGULAR MEETING

June 6, 2012

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Randy Carson

Council President Walt Daniels

Councilor Richard Ares

Councilor Tim Dale

Councilor Traci Hensley

Councilor Brian Hodson

Councilor Greg Parker

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 a privilege tax.

CITY COUNCIL REGULAR MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. Canby Livability Day Proclamation

Pg. 1

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 May 16, 2012 City Council Regular Meeting
- B. Reappointment to Bike and Pedestrian Committee Pg. 2
- C. Appointment to Parks and Recreation Advisory Board Pg. 3
- D. Reappointment to Parks and Recreations Advisory Board Pg. 4
- E. Appointment to Canby Public Library Board Pg. 5

7. PUBLIC HEARING

- A. Request for Noise Variance from Sidewinder, Inc. dba The Wild Hare Saloon and Café Pg. 6

8. RESOLUTIONS & ORDINANCES

- A. Res. 1129, Extending Workers' Comp. Coverage to Volunteers & Repealing Res. 1104 Pg. 9
B. Res. 1130, Ratifying a Contract Extension Between the City of Canby and Canby Police Association for a Period from July 1, 2012 Through June 30, 2013 Pg. 12
C. Res. 1131, Adopting the 2008 Revised Version of the Erosion Prevention and Sediment Control Planning and Design Manual for the City of Canby Pg. 17
D. Ord. 1358, Authorizing the Purchase of Two Vehicles for Canby Area Transit from Gillig LLC of California Pg. 28
E. Ord. 1359, Authorizing Contract with Eagle-Elsner, Inc. in the Amount of \$534,435 for Construction of the 2012 Street Maintenance Program Pg. 38

9. NEW BUSINESS

10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

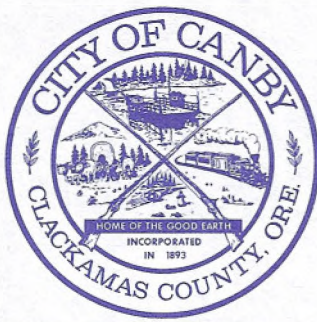
11. CITIZEN INPUT

12. ACTION REVIEW

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

14. 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 503.266.4021 ext. 233. 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 OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

“Canby Livability Day”

WHEREAS, The Canby Livability Coalition is dedicated to maintaining the quality of life in the community of Canby by empowering citizens through educational opportunities and by providing resources to preserve livability for future generations; and

WHEREAS, Citizens, organizations, and neighborhood associations are encouraged to select community service clean-up projects and activities that beautify the City of Canby before summer festivities.

NOW, THEREFORE, I, Randy Carson, by the virtue of the authority vested in me as the Mayor of the City of Canby, hereby proclaim the fourth Sunday in June this year as:

Canby Livability Day

in Canby and encourage all citizens to join in this observance and volunteer on June 24, 2011 at one of the clean-up sites.

Given unto my hand this 6th day of June 2012.

Randy Carson
Mayor



**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.

Date: 5/22/2012

Name: Kevin Batridge

Occupation: Municipal Water Treatment

Home Address:

Employer: City of Lake Oswego

Position: Assistant Water Plant Manager

Daytime Phone:

Evening Phone:

E-Mail Address: burlbatman@canby.com

For which position are you applying? Bike and Pedestrian Committee

What are your community interests (committees, organizations, special activities)? I have been active on the Bike and Pedestrian Advisory Committee since 2006. Additionally, I often support community events as a participant and spectator. I participate regularly in blood drives and school PTA activities, and make every effort to attend many community events including Slice of Summer events, General Canby Days, Cutsforths Cruise In, and others. I have attended neighborhood association meetings and city council meetings, and I try to stay familiar with community issues via the local press and cable access

Experience and educational background: I have been an active bicyclist for practically my entire life, have participated in numerous long distance tours, join regular club rides and recently established my personal commute by bicycle to my job in West Linn. My family and I regularly walk, bike or take the CAT bus into town to shop, visit the library, and attend community events.

My formal education consists of college preparatory high school and a BS in Technology from Bowling Green State University in Ohio. I am also active in continuing education to support and maintain my professional certifications.

Reason for your interest in this position: I have been an active bicyclist for my entire life and enjoy promoting bicycling and walking as healthy family activities. As an incumbent committee member, I have achieved a personal goal of increasing my level of community involvement and see this committee position as an ideal opportunity to promote a few of my favorite pastimes while increasing my involvement.

List any other City or County positions on which you serve or have served: None

Information on any special membership requirements: N/A

Referred by (if applicable): N/A

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to:

City of Canby
182 N Holly Street
PO Box 930
Canby, OR 97013

Phone: 503.266.4021 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

RECEIVED

MAY 22 2012

CITY OF CANBY

9-30-05

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.

**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.

Date: 05/11/12

Name: Jacqueline Jones

Occupation: Life Enrichment Specialist

Home Address:

Employer: Albertina Kerr Centers

Position: Life Enrichment Specialist

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? parks and recreation board member

What are your community interests (committees, organizations, special activities)? I have served on the transportation system planning committee 2011, I am currently the SW neighborhood chairperson and I have been very involved in the safety concerns of SW 13th Ave by speaking at city council and city planning meetings.

Experience and educational background: currently enrolled at Clackamas Community College. I have been very active in the community by serving on the SW neighborhood association and was very active in the canby schools PTA's.

Reason for your interest in this position: I feel Canby could benefit from improving its parks and recreation. This would help with tourism and having out door places that are kept up and nice for ourselves and our citizens to go too.

List any other City or County positions on which you serve or have served: I have served as the SW neighborhood vice chairperson and currently serving as the chairperson

Information on any special membership requirements:

Referred by (if applicable):

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to:

City of Canby

Attn: City Recorder

182 N Holly Street

PO Box 930

Canby, OR 97013

Phone: 503.266.4021 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

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RECEIVED

MAY 17 2012

CITY OF CANBY

12-4-07

**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 5/25/12
 Name: RICK MAIER Occupation: RETIRED
 Home Address: CANBY OR 97013
 Employer: N/A Position: N/A
 Daytime Phone: _____ Evening Phone: _____
 E-Mail Address: _____
 For which position are you applying? PARKS & REC ADVISORY BOARD

What are your community interests (committees, organizations, special activities)?
Present member of Parks & Rec. Advisory Board.
Past Board Member of Canby Swim Club (GATORS) - (1994-2003)
Oregon Swimming, Inc - Meet Official - (1994-2003)
CANBY HIGH - VOTER REG DRIVE CHAIR (1998-2006)
 Experience and educational background: GATOR GRINDER - VOLUNTEER (2004 - Present)
SALES & MARKETING - 30 yrs exp - INSURANCE, TOURISM, SECURITY
A.A.S. - STATE UNIV. OF NEW YORK (BUS. ADM.)
ASSOC. IN RISK MGT CERTIFICATION (RIMS)

Reason for your interest in this position:
Protection & Enhancement of park & rec facilities & programs
Ongoing pursuit of stable & adequate funding.

List any other City or County positions on which you serve or have served: N/A

Information on any special membership requirements: N/A

Referred by (if applicable): _____

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

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PO Box 930
Canby, OR 97013

Phone: 503.266.4021 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

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12-4-07

RECEIVED

MAY 26 2012

CITY OF CANBY

**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.

Date: 5-22-2012

Name: Roger Reif

Occupation: Attorney

Home Address:

Canby OR 97013

Employer: Reif Reif & Thalhofer

Position: attorney

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Library Board

What are your community interests (committees, organizations, special activities)? Local Rotary Club, Canby Education Foundation, The Canby Center

Experience and educational background: Canby High School, 1966; Willamette University, BA 1970; Willamette University, Doctor of Jurisprudence 1975

Reason for your interest in this position: Assist in formulating policy, growth and direction

List any other City or County positions on which you serve or have served: Planning Commission (long time ago), Chair of Metropolitan Service District Landfill Siting Committee.

Information on any special membership requirements: None that I am aware of.

Referred by (if applicable): Penny Hummel

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to: **City of Canby**
Attn: City Recorder
182 N Holly Street
PO Box 930
Canby, OR 97013

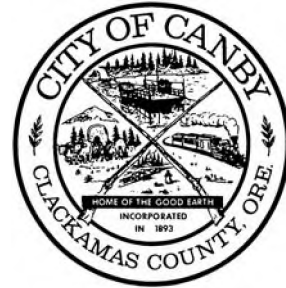
Phone: 503.266.4021 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

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12-4-07

RECEIVED
MAY 23 2012
CITY OF CANBY

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *Kim Scheafer, MMC, City Recorder*
DATE: *June 11, 2012*
THROUGH: *Greg Ellis, City Administrator*

Issue: Request for Noise Variance

Synopsis: A request has been received from Sidewinder, Inc. dba The Wild Hare Saloon & Café for a noise variance for activities to be held on July 28, 2012. The variance is being requested to allow live music that will be performed outside between the hours of 4 p.m. and 12:30 a.m.

Last summer similar noise variances were granted for one day in July and two in August. No complaints were received at City Hall or the Police Department for last year's events. Lt. Tro said he was in support of the noise variances.

Per Canby Municipal Code Section 9.48.050B 4, at least 20 days prior to the public hearing a notice was mailed to property owners within 200' of the establishment, published in the Canby Herald, and posted in various locations around the City. Section 9.48.050B allows the Council to approve a variance after certain criteria which would apply to the facts of the requested variance are considered by the Council. In granting a variance, the Council shall consider:

- a. The protection of health, safety and welfare of citizens as well as the feasibility and cost of noise abatement.
- b. The past, present and future patterns of land use changes.
- c. The relative timing of land use changes.
- d. The acoustical nature of the sound emitted.
- e. Whether variance from the provision would produce a benefit to the public.

If, after review of the evidence submitted by the applicant and hearing any testimony from the public, the Council chooses to allow the variance as requested, a motion to grant the variance would be appropriate.

Recommendation: Staff recommends Council approve both Noise Variance requests.

Recommended Motion: *I move to grant a Noise Variance to the Wild Hare Saloon & Café on July 28, 2012 between the hours of 4 p.m. and 12:30 a.m. to allow them to provide live music outside located at 1190 SW First Avenue.*

TO: Canby City Council

FROM: Joan Monen, President
Sidewinder, Inc.
DBA The Wild Hare Saloon and Cafe

DATE: May 15, 2012

SUBJECT: Noise Variance

On Saturday, July 28th, The Wild Hare Saloon and Café will be hosting an outdoor concert called “Canby ‘80’s Harefest II”. Our property is located on the south end of town at 1190 SW First Ave. The five bands that will perform are all Portland based bands that specialize in ‘80’s type music.

Our gates will open at 4 pm and the first (3) bands will play acoustic acts through the dinner hour. The two bigger acts will hit the stage at 9 pm and 11 pm finishing up around 12:30 am. We are requesting an extension to the existing noise ordinance that is in place for our town.

Last year we had over 500 people come through our gate for the first annual Harefest. We are proud to say it went off with out a hitch; Not one problem!! Everyone had a great time and the feed back was very positive, with many customers looking forward to another “Harefest” this summer!! The average age of this event is 35-45 year old adults.

This year’s event will have 4-5 food vendors so our guests will have food available from the time the gates open until close. We have also contracted a local security company to help with crowd control and cut-offs. We also get approval from the OLCC for the event.

Thank you for taking the time to consider our request.

RECEIVED
MAY 15 2012
CITY OF CANBY

CITY OF CANBY NOTICE OF PUBLIC HEARING - NOISE VARIANCE

Date and Time Requested for

Variance: July 28, 2012

Address of Variance: 1190 SW 1st Avenue, Canby, Oregon 97013

Name of Business: Sidewinder, Inc. dba The Wild Hare Saloon
& Café

Business Owner: Joan Monen

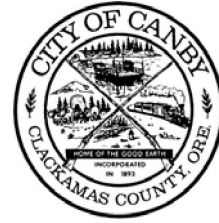
A public hearing conducted by the Canby City Council will be held on Wednesday, June 6, 2012 at 7:30 p.m. in the City Council Chambers located at 155 NW 2nd Avenue, Canby, Oregon. The purpose of this hearing is to consider the granting of a Noise Variance to The Wild Hare Saloon & Café.

The variance on July 28 is being requested to allow live music that will be performed outside between the hours of 4 p.m. and 12:30 a.m.

Dated this 16th day of May 2012.

Kimberly Scheafer, MMC
City Recorder

MEMORANDUM



To: Mayor Carson and Canby City Council
From: Amanda Zeiber, Asst City Administrator/HR Director
Date: June 6, 2012
Through: Greg Ellis, City Administrator
Re: Resolution No. 1129

Background Summary

The City provides workers compensation coverage to volunteers, elected City officials and City boards and commissions. Coverage is provided through a resolution, which should be updated annually to capture any changes from current or prior year(s). The City's insurance provider, City County Insurance Services, requires the City to have a current volunteer resolution on file. The City of Canby volunteer resolution was previously updated in June 2011.

Recommendation

Staff recommends that the Council approve Resolution 1129, authorizing workers compensation coverage for City volunteers, elected officials and boards and commissions.

Attached

Resolution No. 1129

RESOLUTION NO. 1129

A RESOLUTION EXTENDING THE CITY OF CANBY'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF CANBY AND REPEALING RESOLUTION 1104.

WHEREAS, the Canby City Council elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the Volunteer Election Form.

1. An assumed monthly wage of \$800 will be used for public safety volunteers; and
2. An aggregate assumed annual wage of \$2,500 will be used per volunteer board, commission and/or council for the performance of administrative duties; and
3. As assumed monthly wage of \$800 per month will be used for public officials for their performance of manual labor above and beyond the administrative duties covered by paragraph 2 above; and
4. Non-public safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and
5. Court-mandated community service workers/inmates on work release who are sentenced by the City of Canby's municipal court will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage; and
6. A roster of active volunteers will be kept monthly for reporting purposes. It is acknowledged that CIS may request copies of these rosters during year-end audit; and
7. Unanticipated volunteer projects or exposure not addressed herein will be added onto the City of Canby's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

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

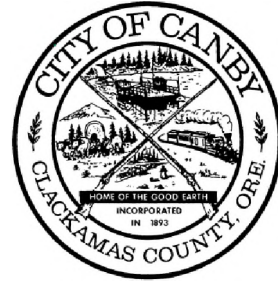
This resolution shall take effect July 1, 2012.

ADOPTED this 6th day of June 2012, by the Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



MEMORANDUM

To: Mayor Carson and Canby City Council
From: Amanda Zeiber, Asst City Administrator/HR Director
Date: June 6, 2012
Through: Greg Ellis, City Administrator
Re: Resolution No. 1130

Background Summary

The Agreement between the City of Canby (City) and Canby Police Association (Association) expires on June 30, 2012. The City and Association have bargained the terms and conditions of a one year contract extension, effective July 1, 2012 and expiring June 30, 2013.

The current collective bargaining agreement has language reflecting a 3% minimum/6% maximum cost of living range. Effective July 1, 2012, the cost of living range will be revised to reflect a 2% minimum/5% maximum. Employees will receive a cost of living increase equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2011 (2.9%). The City and Police Association will meet during the first quarter of 2013 to negotiate the terms of a new contract.

Recommendation

Staff recommends that the Council adopt Resolution 1130, ratifying and approving the Letter of Agreement between the City and Canby Police Association.

Attached

Resolution No. 1130

RESOLUTION NO. 1130

A RESOLUTION TO RATIFY THE CONTRACT EXTENSION BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION (ASSOCIATION) FOR THE PERIOD FROM JULY 1, 2012 THROUGH JUNE 30, 2013.

WHEREAS, the City has recognized the Canby Police Association as the sole collective bargaining agent for the Evidence Technician and all regular sworn employees, as noted in the Agreement between the parties, and

WHEREAS, the collective bargaining agreement between the City and Association expires on June 30, 2012, and

WHEREAS, the City and Association have agreed to extend the terms and conditions of the current contract agreement by a Letter of Agreement, and now therefore,

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

1. The attached Letter of Agreement marked as Exhibit "A" between the City and Association for the period of July 1, 2012 through June 30, 2013 is approved for adoption.
2. The City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. The Mayor and City Administrator are authorized to sign the contract on behalf of the City.

This resolution shall take effect on July 1, 2012.

ADOPTED this 6th day of June, 2012, by the Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

LETTER OF AGREEMENT
City of Canby and Canby Police Association
One Year Contract Extension

Effective July 1, 2012

ARTICLE 10 - WAGES

Section 1. The job classifications and their corresponding wage scales are noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly.

Effective July 1, ~~2009~~2012, compensation for all employees shall be pursuant to the salary schedule attached as Attachment A.

Effective July 1, ~~2010~~2012, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, ~~2009~~2011 (minimum ~~3~~2% - maximum ~~6~~5%).

~~Effective July 1, 2011, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2010 (minimum 3% - maximum 6%).~~

Section 2. Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will be compensated at the rate of:

Intermediate Certificate: 3.5% per month or
Advanced Certificate: 5% per month

Section 3. Officers assigned to Traffic Unit, Gang Enforcement, or Detectives shall receive 3.5% per month premium to be added to his/her regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

Section 4. Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to his/her regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

Section 5. Any employee demonstrating written and oral proficiency in the Spanish language shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An officer can receive this premium, as well as an assignment premium, at the same time.

Section 6. Officers assigned as Field Training Officers (FTO) shall receive premium pay of one dollar (\$1.00) per hour for each hour that they are assigned a regular or reserve officer.

Section 7. Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of regular time pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

Section 8. The position of Evidence Technician is recognized as a position within the Association. The corresponding wage scale for the position is noted on Schedule "A", which is attached hereto and made a part of this Agreement by reference thereto. Step increments for this employee only are based on the receipt of acceptable/satisfactory annual performance evaluations.

Section 9. Employees may become eligible for longevity pay according to the following schedule:

After one full year at Step 5 – 3.5% of salary for personnel at Step 5; or
After ten years of employment with the City of Canby – 5% of salary.

ARTICLE 33 - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing, with wages, insurance, and all economic benefits retroactive to July 1, ~~2009~~2012. This Agreement shall remain in full force and effect through June 30, ~~2012~~2013.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) days prior to the expiration of the Agreement or any subsequent anniversary date of this Agreement, requesting that the Agreement be opened for changes and/or termination. In that case, the Agreement shall remain in full force and effect until a new agreement is signed by both parties.

This Agreement is hereby executed this _____ day of _____ 2012

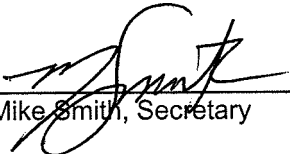
FOR THE CITY OF CANBY, OREGON

FOR THE CANBY POLICE ASSOCIATION

By: _____
Randy Carson, Mayor

By:  _____
Chris Macom, President

By: _____
Greg Ellis, City Administrator

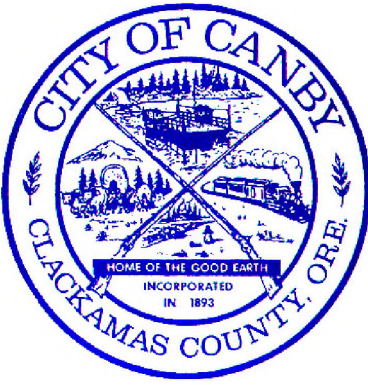
By:  _____
Mike Smith, Secretary

**Canby Police Association
Salary Schedule A
Effective July 1, 2012**

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Patrol	4636	4868	5111	5367	5635
Sergeant	5618	5899	6194	6504	6829
Evidence Technician	3701	3886	4080	4284	4499

Includes 2.9% COLA based on CPI-U Portland/Salem average for the previous calendar year
(Minimum 2% - Maximum 5%)

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months and divided by the total number of pay periods.



City of Canby

MEMORANDUM

DATE: JUNE 6, 2012
TO: CANBY CITY COUNCIL
FROM: DAN MICKELSEN, PUBLIC WORKS FACILITY LEAD
RE: RESOLUTION NO. 1131, A RESOLUTION ADOPTING THE 2008 REVISED VERSION OF THE EROSION CONTROL MANUAL FOR THE CITY OF CANBY

Issue: Whether or not to adopt the most contemporary revised version of the Erosion Control Manual that is referenced in Canby Municipal Code 15.20.050.

Summary: Through Ordinance No. 1108, passed 1-8-2003, the City Council established the current chapter in the Canby Municipal Code regarding erosion control. In that chapter of the Code, there is a reference to an Erosion Control Manual which is to be maintained by the City Planning Department. At that time, the Manual in question, more specifically named the Erosion Prevention and Sediment Control Planning and Design Manual, was one developed in 2001. It has since been revised, improved, and developed by numerous local cities and counties in December 2008.

It is the desire of the Public Works Department to make sure that the regulations and processes in the Erosion Control Manual are up to date with more contemporary information and practices by being able to utilize the 2008 revised version of the Erosion Prevention and Sediment Control Planning and Design Manual.

Attachments: *Exhibit A* Title page of Manual and link (as it is 262 pages)

Recommendation:
Adopting the 2008 revised version of the Erosion Control Manual.

Motion: “I move to adopt Resolution 1131, A RESOLUTION ADOPTING THE 2008 REVISED VERSION OF THE EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL FOR THE CITY OF CANBY.

RESOLUTION NO. 1131

**A RESOLUTION ADOPTING THE 2008 REVISED VERSION OF THE EROSION
PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL
FOR THE CITY OF CANBY**

WHEREAS, the City has previously adopted Erosion Control ordinances in Chapter 15.20 of the Canby Municipal Code; and

WHEREAS, the Canby Municipal Code 15.20.050 references regulations in the Erosion Control Manual; and

WHEREAS, the referenced Erosion Control Manual, specifically named the Erosion Prevention and Sediment Control Planning and Design Manual, has been revised, improved, and developed by numerous local cities and counties in December 2008; and

WHEREAS, these revisions, improvements, and developments comport with the purpose of the Erosion Control ordinance;

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

To adopt the 2008 revised version of the Erosion Prevention and Sediment Control Planning and Design Manual attached hereto as Exhibit "A".

This resolution shall take effect June 6, 2012.

ADOPTED this 6th day of June 2012, by the Canby City Council.

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



City of Canby

Erosion Prevention and Sediment Control Planning and Design Manual Water Environment Services



EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL

Developed in Partnership with:

City of Gladstone
City of Happy Valley
City of Lake Oswego
City of Milwaukie
City of Oregon City
City of West Linn
City of Wilsonville
Clean Water Services (CWS)
Of Washington County
Oak Lodge Sanitary District
Water Environment Services (WES)
Of Clackamas County

**Revised
December 2008**

PREFACE

This Erosion Prevention and Sediment Control Planning and Design Manual was developed through a partnership between Clackamas County Water Environment Services, Clean Water Services, Oak Lodge Sanitary District and the cities of Gladstone, Happy Valley, Lake Oswego, Milwaukie, West Linn and Wilsonville.

The purpose of the manual is to provide a comprehensive and detailed approach towards controlling erosion on construction sites. It has been updated to include the latest information regarding materials and installation practices. There are numerous other resources available and readers are encouraged to refer to the reference document listed in Appendix D.

DISCLAIMER

The Erosion Prevention and Sediment Control Planning and Design Manual was developed for the sole purpose of providing the most updated Erosion, Prevention, Run-off, and Sediment Controls Best Management Practices (BMP's). The contents of this manual should not be interpreted as necessarily representing the policies or recommendations of other referenced agencies or organizations.

The mention of trade names, products or companies does not constitute an endorsement.

The previous revision of this manual was December 2000. Periodic updates will be made as materials, practices, and policies change within the industry and are made available.

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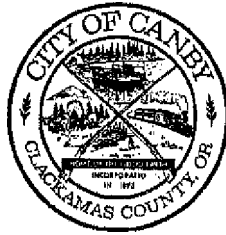
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THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Shirley Engels

MEMORANDUM

DATE: MAY 25, 2012
TO: MAYOR CARSON AND CANBY CITY COUNCIL
FROM: JULIE WEHLING, TRANSIT DIRECTOR
THROUGH: GREG ELLIS, CITY ADMINISTRATOR
RE: PURCHASE 2 TRANSIT VEHICLES

Issue: Authorization to purchase two replacement vehicles for the CAT fleet.

Background: In 2011, Canby Area Transit (CAT) was granted \$630,800.00 to purchase (2) two replacement vehicles through the "State of Good Repair" federal grant program (49 U.S.C. Section 5309). The grant will cover 83 percent of the \$760,000.00 project total. The required matching funds are identified in the Transit Budget (2012-13).

This purchase will replace buses 20011 and 20015 from the current fleet. The City's Fleet Department and the Public Transit Division of ODOT have determined that by the time the new buses arrive these vehicles will have reached the end of their useful life and will qualify for replacement.

At the Oregon Transit Association conferences both Transit Department and Fleet Department staff have seen a number of different heavy-duty, low-floor, buses and had the opportunity to compare them. The last few vehicle purchases were made utilizing the State of Oregon Cooperative Purchasing Program (ORCPP). This purchase differs from other recent purchases in that these are heavy duty buses instead of medium or light duty. Initially, we expected to follow the same method. A closer review of the ORCPP lists showed that although there are a number of vendors offering heavy-duty, diesel buses there was only one low-floor bus of similar size and capacity for purchase through this process (Eldorado National/EZ Rider II).

Our selection criteria for a 35' heavy-duty diesel included:

- Low-floor design
- Standard size tires
- Modular body design
- Two piece windshield
- Maximized accessibility for customers with limited mobility
- Stainless steel chassis

- Manufacturer support of all vehicle components
- Comprehensive product documentation which includes operation/maintenance manuals and training
- Availability, reliability and cost of replacement parts and maintenance support

Other transit systems including TriMet, SMART, SAM and others were consulted and interviewed for suggestions and recommendations. A close comparison of the EZ Rider II; and a heavy-duty, low-floor Gillig showed that the Gillig met or exceeded our criterion. It should be noted that the Gillig was highly recommended by all of the transit systems interviewed. Additionally, the systems that operate both vehicles strongly recommended the Gillig over the EZ Rider.

Transit systems commonly procure vehicles utilizing an assignability clause in an existing contract between a public body and a vendor for a price established through a competitive sealed bidding/proposal process. This is commonly referred to as a “Piggyback”. The Piggyback offers many benefits and is allowed under federal and state funding regulations and the city’s own rules for Public Purchasing (Resolution 897). This class of procurement is described in item 12 on page 6 of Resolution 897 which says, “Contract purchases may also be made at prices established by a requirement contractor or other agreement between another public body and a contractor if the requirements contract was established by a formal competitive selection process.”

This procurement method not only avoids the cost of conducting a compliant Request for Proposal process it allows a small provider like CAT to take advantage of the savings included in a 1,844 vehicle procurement. Our cost for utilizing this contract (via Piggyback) is only \$500 per bus.

Central Florida Regional Transportation Authority d/b/a LYNX has a contract with Gillig LLC for heavy-duty, low-floor buses with an assignability provision (Contract 09-C05). LYNX is willing to allow the City (CAT) to “Piggyback”. The ODOT Public Transit Division has given its approval for the vehicles funded under (Contract 27478) to be purchased through the assignability provision of Contract 09-C05.

Recommendation: The Council authorizes and directs staff to execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, Assignment to Purchase Transit Buses Through LYNX Contract 09-C05 (contract) with Gillig LLC for two (2) Heavy Duty, Diesel, 35’ Low Floor, 102” wide transit buses.

The Council authorizes the staff to make execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, an appropriate Purchase Order (contract) with Gillig, LLC of Hayward, CA for two (2) 35’ x 102” Low Floor buses for the quoted amount of three hundred seventy-nine thousand, thirty-two dollars (\$379,032.00) each.

Motion: “I move to approve 1358, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE TWO (2) VEHICLES FOR CANBY AREA TRANSIT FROM GILLIG LLC, UTILIZING THE ASSIGNABILITY PROVISION OF CONTRACT 09-C05 BETWEEN THE CENTRAL FLORIDA TRANSPORTATION AUTHORITY D/B/A LYNX AND GILLIG LLC OF CALIFORNIA.

Attached: Exhibits “A” and “B”

ORDINANCE NO. 1358

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE TWO (2) VEHICLES FOR CANBY AREA TRANSIT FROM GILLIG LLC OF CALIFORNIA.

WHEREAS, the City of Canby/Canby Area Transit (CAT) wish to purchase two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses; and

WHEREAS, the City and Canby/Canby Area Transit (CAT) and the Public Transit Division of ODOT have determined that bus #20011 (VIN 4UZABOBV07CX85018) and bus # 20015 (VIN#1BABGBXA71E202387) in CAT's current fleet are approaching the end of their useful life and qualify for replacement; and

WHEREAS, the Federal State of Good Repair program (49 U.S.C. 5309) provides capital assistance for the purpose of supporting public transportation; and

WHEREAS, the City and Canby/ CAT received contract no. 27478 from ODOT – Public Transit Division for \$630,800.00 in (49 U.S.C. 5309) funds to provide 83.00% of the funding to purchase two (2) replacement vehicles; and

WHEREAS, Federal Transit Administration grant funds and the required matching funds will be available during fiscal year 2013-2014; and

WHEREAS, the purchase will comply with ORS 279.820 - 279.855 and ODOT's Public Transit Division has approved the purchase of these vehicles utilizing the assignability provision of Contract 09-C05 between the Central Florida Regional Transportation Authority d/b/a LYNX and Gillig LLC of California for heavy duty transit buses; and

WHEREAS, Gillig LLC of California has provided a quote for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses in the amount of \$379,032.00 each, including all scheduled options; and

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX is willing to make "Assignment" of Contract 09-C05 available to the City of Canby/Canby Area Transit for the purchase of up to (2) two buses from Gillig under the assignability provision of the Contract; and

The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Order and believes it to be in the best interest of the City to submit such Purchase Order for the vehicle purchase Gillig LLC of California; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, Assignment to Purchase Transit Buses Through LYNX Contract 09-C05 (contract) with Gillig LLC for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses. A copy of the Assignment Document is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, an appropriate Purchase Order (contract) with Gillig LLC for two (2) Heavy Duty, Diesel, 35' Low Floor, 102" wide transit buses for the quoted amount of three hundred seventy-nine thousand and thirty-two dollars (\$379,032.00) each. A copy of the quote from Gillig LLC is attached hereto and marked as Exhibit "B" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 6, 2012 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 20, 2012 commencing at the hour of 7:30 P.M. in the Council Meeting Chambers located at 155 NW 2nd Avenue in 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 20th of June, 2012 by the following vote:

YEAS _____

NAYS _____

Randy Carson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**ASSIGNMENT TO PURCHASE TRANSIT BUSES
THROUGH LYNX CONTRACT 09-C05**

Dated as of June 21, 2012

THIS ASSIGNMENT ("Assignment") is made by and between the Central Florida Regional Transportation Authority d/b/a LYNX; a body politic and corporate created by Part II, Chapter 343 Florida Statutes ("LYNX"), whose address is 455 North Garland Avenue, Suite 500, Orlando, Florida 32801, and the City of Canby, Oregon/ Canby Area Transit (CAT), PO Box 930, Canby, OR 97013.

WHEREAS, LYNX, as the executive agent on behalf of the members of the Florida Public Transportation Association, Inc., a Florida not-for-profit corporation (the "FPTA"), issued a certain Request for Proposal 08-R01, dated June 30, 2008 (as amended) (the "RFP"), for the purchase and delivery of heavy duty transit coaches; and

WHEREAS, as a result of the RFP and evaluation of the proposals received, and by action of the LYNX Governing Board at its meeting of December 11, 2008, the LYNX Governing Board awarded a contract to Gillig LLC, a California limited liability company ("Gillig"), for the purchase and delivery of said heavy duty transit coaches; and

WHEREAS, LYNX and Gillig entered into LYNX Contract 09-C05 dated December 11, 2008 ("Contract"), which provides for the purchase of a minimum of 25 and a maximum of 1,844 buses; and

WHEREAS, paragraph 13(f) of the Contract permits LYNX, with the prior concurrence of the FPTA, to assign the right for purchases under the Contracts to others; and

WHEREAS, the Federal Transit Administration ("FTA") permits the post-award use of a contractual document or process to certain others who were not contemplated in the original procurement, when the solicitation document and the resultant contract contain an assignability clause for all or part of the specified deliverables as originally advertised, competed, evaluated, and awarded, and when the original solicitation and the resultant contract contain both a minimum and a maximum quantity, which represent the reasonably foreseeable needs of the parties to the solicitation; and

WHEREAS, LYNX and the Assignee are each governmental entities and are authorized to contract with other governmental entities; and

WHEREAS, the Assignee desires to purchase up to (2) two buses from Gillig under the assignability provision of the Contract, and LYNX has agreed to transfer to the Assignee LYNX's right to purchase up to (2) two buses under the Contract; and

WHEREAS, certain members of the FPTA have revised their vehicle requirements and have relinquished a certain number of buses to be reassigned to both members and non-members of the FPTA, and the number of buses that the Assignee desires to purchase is within the number that may be reassigned; and

WHEREAS, the Assignee has satisfied itself that LYNX has complied with all FTA third party contracting procedures in procuring the buses; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in herein, LYNX and the Assignee state and agree as follows:

1. **Assignment.** Pursuant to paragraph 13(f) of the Contract, LYNX hereby assigns to the Assignee LYNX's right to purchase up to (2) two buses under the Contract.
2. **Conditions of Assignment.** The Assignee shall assume the role of "Procuring Agency" as defined in the Contract with respect to the (2) two buses that it has been assigned the right to purchase hereby. The Assignee agrees that the Assignee shall be solely liable and obligated to Gillig for the total cost of the buses that it purchases from Gillig pursuant to this Assignment, and shall make all payments directly to Gillig for such buses in accordance with the terms and conditions of the Contract. LYNX reserves all of its rights under the Contract that have not been assigned hereby.
3. **No Representations or Warranties; No Liability.** The Assignee shall look solely to Gillig with respect to the condition of any buses purchased as a result of this Assignment. LYNX MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE BUSES, INCLUDING, WITHOUT LIMITATION, AS TO THE FITNESS OF THE BUSES FOR ANY PARTICULAR PURPOSE. In no event shall LYNX have any liability to the Assignee for damages relating to the late or non-delivery of the buses, or for any other failures on the part of Gillig to comply with the terms of the Contract with respect to the Assignee.
4. **Payment to FTAFC.** The Assignee agrees to promptly pay \$500.00 for each vehicle purchased pursuant to this Assignment to the Florida Public Transportation Association Finance Corporation, a Florida corporation (the "FTAFC"), having a mailing address of C/O: Szymtek LLC, 800 Jeffery Street, Suite 409, Boca Raton, Florida 33487. All payments shall be made to the aforementioned mailing address or to such other address as provided to the Assignee by LYNX or the FTAFC in writing. The assignee will be invoiced after the receipt of an executed Purchase Order by the assignee
5. **Effective Date.** This Assignment shall be effective as of the date this Assignment has been fully executed by LYNX and the Assignee, and consented to by the FTAFC and Gillig. This Assignment shall remain in effect until December 10, 2013.
6. **Miscellaneous.** The Assignee agrees to forward a copy of its executed purchase order to Rich Bannon, Manager of Procurement and Contracts for LYNX. A copy may be faxed to 407.254.6292 or e-mailed to: RBannon@golynx.com. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this document as of the day and year first above written.

“ASSIGNEE”

City of Canby - Canby Area Transit (CAT)
PO Box 930 (123 NW 2nd Avenue)
Canby, OR 97013

By: _____
Name: Greg Ellis
Title: City Administrator

Date: _____

“LYNX”

Central Florida Regional Transportation Authority

By: _____
Name: John M. Lewis, Jr.
Title: Chief Executive Officer

Date: _____

CONSENT

The undersigned hereby acknowledge and consent to the foregoing Assignment.

“FPTA”

Florida Public Transportation Association, Inc.

By: _____
Lisa Bacot

Date: _____

ESSSB

May 24, 2012

Post Office Box 3008
Hayward, CA 94540-3008
(510) 785-1500
FAX: (510) 785-6819

Julie Wehling
Transit Director
Canby Area Transit
123 NW 2nd Ave
Canby, OR 97013

RE: PRICE QUOTE FOR TWO (2) 35 FOOT LOW FLOOR BUSES

Dear Julie:

Thank you for your interest to purchase two (2) 35 foot Low Floor buses by "piggybacking" off the LYNX -Florida Consortium contract.

Attached you will find the Price Summary sheet for the option buses. The Price Summary sheet includes the escalation and price adjustment formula as per the contract.

Gillig is pleased to quote the following price:

TWO (2) 35' X 102" LOW FLOOR BUSES \$379,032.00 EACH

This price is valid for thirty days and is FOB City of Canby, OR. Price excludes any taxes or license fees. The buses will begin production within 16 months after receipt of purchase order.

We thank you for this opportunity and appreciate your interest in Gillig and our product. We at Gillig certainly look forward to building your buses, and in so doing, building a lasting partnership. Should you have any questions, please do not hesitate to contact me at 510-867-5108.

Sincerely,



Brian Enochian
Regional Sales Manager

Thank You for Supporting American Jobs! 

PRICE SUMMARY
MAY 11, 2012
CANBY, OR PIGGYBACK ON FLORIDA CONSORTIUM
(2) 35' LOW FLOORS, SN: TBD

<u>ITEM</u>		<u>COST</u>
FLORIDA CONSORTIUM 35' LOW FLOOR BASE UNIT PRICE		\$316,188.00
<u>ACTION</u>	<u>CHANGE</u>	<u>COST</u>
ADD	2010 ENGINE EPA REGULATORY CHANGES	\$27,179.00
ADD	SPINNER II AUXILIARY OIL FILTER	\$745.00
DELETE	FEMCO OIL DRAIN PLUG	(\$35.00)
DELETE	ENGINE OIL EXTRACTOR PORT - TITAN PROBLYZER	(\$34.00)
UPGRADE TO MODINE ELECTRIC COOLING FAN SYSTEM W/ DELCO 450 HIGH OUTPUT ALTERNATC		\$5,836.00
INCLUDED ALLISON B400R		INCLUDED
DELETE	TRANSMISSION FLUID EXTRACTOR PORT - TITAN PROBLYZER	(\$34.00)
CHANGE	FRONT AXLE WHEEL SEALS TO OIL SEALS	\$60.00
CHANGE	MECHANICAL GAUGES ON REAR RUN BOX	\$218.00
ADD	ENGINE HOUR METER TO REAR RUN BOX	\$50.00
CHANGE	DEKA GROUP 31 BATTERIES	\$245.00
INCLUDED LIFT-U 6:1 WHEELCHAIR RAMP		INCLUDED
CHANGE	THERMO KING HVAC SYSTEM W/ X426 COMPRESSOR	(\$1,900.00)
DELETE	HOUSTON PULLDOWN INSULATION PACKAGE	(\$1,500.00)
ADD	WARM WALL HEATING SYSTEM	\$2,930.00
ADD	(1) DRIVERS AUXILIARY FAN	\$76.00
DELETE	REAR EXIT DOOR	(\$860.00)
CHANGE	ALUMINUM WHEELS W/MACHINE FINISH	\$1,705.00
ADD	GILLIG TO PURCHASE (7) MICHELIN XZU3 (305 / 70R / 22.5) TIRES	\$4,605.00
ADD	RECARO ERGO METRO DRIVERS SEAT (FABRIC)	INCLUDED
ADD	DRIVERS SEAT RIGHT HAND ARMREST	\$97.00
ADD	DRIVERS SEAT HEADREST (FABRIC)	\$108.00
CHANGE	PASSENGER SEATS TO FREEDMAN DIABLO	(\$273.00)
ADD	HINGED REAR SETTEE	\$269.00
CHANGE	PASSENGER WINDOWS TO FULL FIXED	(\$1,550.00)
UPGRADE	DIALIGHT LED LOWBEAM HEADLAMPS	\$437.00
ADD	YIELD SIGN TO HVAC DOOR	\$582.00
ADD	CEILING MOUNTED FARE BOX LAMP	\$82.00
ADD	DIAMOND MODEL SV FAREBOX (2) VAULTS	\$1,119.00
DELETE	REAR DESTINATION SIGN	(\$700.00)
ADD	HEATED FRONT DESTINATION SIGN GLAZING	\$210.00
DELETE	FRONT RUN SIGN	(\$246.00)
CHANGE	ALTRO FLOORING	\$400.00
DELETE	(1) ROOF HATCH	(\$250.00)
ADD	FUEL GUAGE ON DASH	\$134.00
DELETE	ROOF NUMBER DECALS	(\$68.00)
ADD	BIKE RACK MOUNTING BRACKET	\$298.00
ADD	APOLLO (7) CAMERA SYSTEM W/ 1TB HDD AND WLAN	\$7,322.00

CONFIDENTIAL

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PRICE SUMMARY
MAY 11, 2012
CANBY, OR PIGGYBACK ON FLORIDA CONSORTIUM
(2) 35' LOW FLOORS, SN: TBD

<u>ACTION</u>	<u>CHANGE</u>	<u>COST</u>
DELETE	(3) VIDEO SURVEILLANCE CAMERAS	(\$1,320.00)
ADD	MEDICAL AID KIT	\$37.00
ADD	BLOODBORNE PATHOGENS KIT	\$37.00
TOTAL CHANGES		\$46,011.00
DELIVERY		\$407.00
CANBY, OR 35' LOW FLOOR BASE UNIT PRICE		\$362,606.00
PPI1413 ADJUSTMENT: 223.3 (MAR'12) / 217.8 (DEC'08) = 2.53%		\$9,174.00
CANBY, OR 35' LOW FLOOR ADJUSTED BASE UNIT PRICE		\$371,780.00
SPARES AND TOOLING BUDGET		\$7,252.00
CANBY, OR 35' LOW FLOOR CURRENT PRICE		\$379,032.00

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

May 10, 2012

City of Canby
182 N Holly Street
Canby, OR 97013
Attn: Mr. Greg Ellis, City Administrator

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
She Engle

**RE: CITY OF CANBY
2012 STREET MAINTENANCE PROGRAM
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor & City Council Members:

On May 9th, 2012, the City of Canby solicited and received six bids for the 2012 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 bidders is shown on the attached tabulation and listed below:

Eagle-Elsner, Inc.	\$534,435.00
Roy L. Houck Construction, LLC	\$554,999.50
Brix Paving Company	\$583,995.00
North Santiam Paving Company	\$584,569.00
Knife River Corporation Northwest	\$613,412.50
S2 Contractors, Inc.	\$637,315.00

BID REVIEW

Each bid was reviewed for compliance with the requirements listed in the contract documents. All bids were reviewed for math entries, acknowledgement of addenda, bonding information, first tier disclosure information and execution of the bid. We are noting two deviations, the second low bid had a mathematical error entry but did not impact the low bid and the other was the six low bid that was received from S-2 Contractors, Inc., who failed to provide a First Tier Disclosure form, and as a result, were deemed non-responsive.

Eagle-Elsner, Inc. has successfully completed similar projects over the years in Canby and is a familiar name with many successful projects of comparable scope in Oregon and Cities throughout the metropolitan area.

In summary all but the five low bids were deemed responsive.

SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2012 Street Maintenance Program Construction Contract to the lowest responsive, responsible bidder Eagle-Elsner, Inc., in the amount of Five Hundred Thirty Four Thousand, Four Hundred Thirty Four and 00/100 Dollars (\$534,435.00).

We have enclosed a staff report, Ordinance 1359, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we issued the Notice of Intent to Award to all bidders on the date of this letter.

Very truly yours,

CURRAN-McLEOD, INC.

Hassan A. Ibrahim, P.E.

Enclosures: Staff Report 1359
Draft Ordinance 1359
Bid Tabulation
Contract for Construction

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

TO: Honorable Mayor and City Council
CITY OF CANBY
ATTN: Mr. Greg Ellis, City Administrator

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

DATE: May 10, 2012

ISSUE: 2012 STREET MAINTENANCE PROGRAM
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1359

SYNOPSIS: On May 9th, 2012, the City of Canby solicited and received six bids for the 2012 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 1359 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$534,435.00 for the 2012 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 \$65,000 under the amount of available funds budgeted for the 2012-2013 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.

Honorable Mayor & City Council
May 10, 2012
Page 2

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 1359 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 \$534,435.00. The low responsive bid of \$534,435.00, however, is below the available budget of the 2012 - 2013 fiscal year and should not pose a funding problem.

Attached are Ordinance 1359 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 \$534,435.00 with authorization to expand the work scope to an amount not to exceed \$600,000.00

ENCLOSURES:

- Ordinance Number 1359
- Exhibit 'A' Construction Contract
- Exhibit 'B' Bid Tabulation
- Recommendation of Award

cc: Mr. Greg Ellis, City Administrator
Ms. Kim Scheafer

ORDINANCE NO. 1359

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$534,435.00 FOR CONSTRUCTION OF THE 2012 STREET MAINTENANCE PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received six (6) bids for the 2012 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 24, 2012; and

WHEREAS, bids were received and opened on May 9, 2012 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:

Eagle-Elsner, Inc.	\$534,435.00
Roy L. Houck Construction, LLC	\$554,999.50
Brix Paving Company	\$583,995.00
North Santiam Paving Company	\$584,569.00
Knife River Corporation Northwest	\$613,412.50
S-2 Contractors, Inc.	\$637,315.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, June 6, 2012, 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 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 2012 Street Maintenance Program in the amount of \$534,435.00. 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, June 6, 2012; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 20, 2012, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of June 2012, by the following vote:

YEAS _____

NAYS _____

Randy Carson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2012 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
2012 Street Maintenance Program**

The scope of work consists of the following:

- ! Approximately 5,750 tons of asphaltic concrete pavement at 1.5", 2" and 4" thickness.
- ! Approximately 1,380 lineal feet of pervious pavement (8' wide section).
- ! Minor pavement restoration and pavement reconstruction at multiple streets.
- ! Approximately 3,300 square yard of Petromat geotextile fabric.
- ! Retrofit five ADA ramps at two (2) intersections to include approximately 100 lineal feet of concrete curbs and sidewalks.

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

Five Hundred Thirty Four Thousand Four Hundred Thirty Five----- Dollars

(\$534,435.00) 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
2012 Street Maintenance Program
- 8.9 Addenda numbers -0-.
- 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 _____, 2012.

OWNER:		CONTRACTOR:
City of Canby		Eagle-Elsner, Inc.
182 N Holly Street		P.O. Box 23294
Canby, OR 97013		Tigard, OR 97281
By: _____		By: _____
Name/Title: _____		Name/Title: _____
Name/Title: _____		
		Attest: _____
		Address for giving notices:

City of Canby

Project: 2012 Street Maintenance and Resurfacing Project

Bid Date: 5/09/12

1

2

3

4

5

6

BID TABULATION				Eagle-Elsner, Inc.	Roy Houck Construction, LLC	Brix Paving Company	North Santiam Paving Co.	Knife River	S-2 Contractors, Inc.
Basic Bid		Units		Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
1	Mobilization	1	LS	\$ 12,951.00	\$ 48,694.00	\$ 49,347.00	\$ 45,400.00	\$ 60,140.00	\$ 30,000.00
				\$ 12,951.00	\$ 48,694.00	\$ 49,347.00	\$ 45,400.00	\$ 60,140.00	\$ 30,000.00
2	1/2' Dense Mix Asphalt Concrete Prelevel	50	Tons	\$ 100.00	\$ 73.50	\$ 125.00	\$ 120.00	\$ 100.00	\$ 100.00
				\$ 5,000.00	\$ 3,675.00	\$ 6,250.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
3	1.5" Lift , 1/2" Dense Mix Asphalt Concrete Pavement Overlay	3000	Tons	\$ 67.75	\$ 65.00	\$ 71.50	\$ 72.00	\$ 71.00	\$ 77.00
				\$ 203,250.00	\$ 195,000.00	\$ 214,500.00	\$ 216,000.00	\$ 213,000.00	\$ 231,000.00
4	2" Lift, 1/2" Dense Mix Asphalt Concrete Pavement Overlay	2500	Tons	\$ 65.00	\$ 65.00	\$ 68.30	\$ 69.00	\$ 64.85	\$ 77.00
				\$ 162,500.00	\$ 162,500.00	\$ 170,750.00	\$ 172,500.00	\$ 162,125.00	\$ 192,500.00
5	4" Lift, 1/2" Dense Mix Asphalt Concrete Pavement Overlay	200	Tons	\$ 92.00	\$ 103.00	\$ 49.50	\$ 130.00	\$ 145.00	\$ 100.00
				\$ 18,400.00	\$ 20,600.00	\$ 9,900.00	\$ 26,000.00	\$ 29,000.00	\$ 20,000.00
6	3/4" Crushed Rock Prelevel	125	Tons	\$ 45.00	\$ 17.50	\$ 31.50	\$ 25.00	\$ 27.00	\$ 25.00
				\$ 5,625.00	\$ 2,187.50	\$ 3,937.50	\$ 3,125.00	\$ 3,375.00	\$ 3,125.00
7	Grind Existing Pavement (6' Wide Panel, 2" Max. Depth)	500	LF	\$ 6.00	\$ 5.25	\$ 8.30	\$ 12.00	\$ 9.00	\$ 9.00
				\$ 3,000.00	\$ 2,625.00	\$ 4,150.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
8	Petromat Geo-Technical Fabric (12.5" width)	3300	SY	\$ 3.10	\$ 2.10	\$ 2.30	\$ 2.00	\$ 2.90	\$ 5.00
				\$ 10,230.00	\$ 6,930.00	\$ 7,590.00	\$ 6,600.00	\$ 9,570.00	\$ 16,500.00
9	Pervious Pavement Panel (8" Wide)	1380	LF	\$ 52.00	\$ 47.25	\$ 46.00	\$ 43.00	\$ 62.50	\$ 45.00
				\$ 71,760.00	\$ 65,205.00	\$ 63,480.00	\$ 59,340.00	\$ 86,250.00	\$ 62,100.00
10	Minor Pavement Restoration	230	SF	\$ 7.70	\$ 12.60	\$ 27.50	\$ 10.00	\$ 14.50	\$ 12.00
				\$ 1,771.00	\$ 2,898.00	\$ 6,325.00	\$ 2,300.00	\$ 3,335.00	\$ 2,760.00
11	Pavement Reconstruction	6570	SF	\$ 4.40	\$ 5.50	\$ 5.15	\$ 4.20	\$ 3.75	\$ 9.00
				\$ 28,908.00	\$ 36,135.00	\$ 33,835.50	\$ 27,594.00	\$ 24,637.50	\$ 59,130.00
12	Truncated Dome Detectable Warning Cast-In-Place	5	Ea	\$ 260.00	\$ 210.00	\$ 460.00	\$ 250.00	\$ 260.00	\$ 300.00
				\$ 1,300.00	\$ 1,050.00	\$ 2,300.00	\$ 1,250.00	\$ 1,300.00	\$ 1,500.00
13	Concrete Curb Type "C"	100	LF	\$ 38.00	\$ 31.50	\$ 47.00	\$ 55.00	\$ 50.00	\$ 35.00
				\$ 3,800.00	\$ 3,150.00	\$ 4,700.00	\$ 5,500.00	\$ 5,000.00	\$ 3,500.00
14	4" Concrete Sidewalk	60	SY	\$ 73.00	\$ 58.00	\$ 103.50	\$ 105.00	\$ 93.00	\$ 75.00
				\$ 4,380.00	\$ 3,480.00	\$ 6,210.00	\$ 6,300.00	\$ 5,580.00	\$ 4,500.00
15	12" Wide White Thermoplastict Stop Bar	60	LF	\$ 26.00	\$ 14.50	\$ 12.00	\$ 11.00	\$ 10.00	\$ 20.00
				\$ 1,560.00	\$ 870.00	\$ 720.00	\$ 660.00	\$ 600.00	\$ 1,200.00
TOTAL BASIC BID				\$ 534,435.00	\$ 554,999.50	\$ 583,995.00	\$ 584,569.00	\$ 613,412.50	\$ 637,315.00

* Bold Numbers indicate a math error

CITY COUNCIL / URA MEETING FOLLOW-UP ITEMS				
ORIG. CC / URA MTG. DATE	ITEM	STATUS	ASSIGNED TO	FOR CC OR URA MTG. OF
11/2/2011	Knights Bridge Road - Entrance Sign	Waiting for TSP	Renate - Annie?	TBD
10/12/2011 URA	Entrance Sign Power - ODOT	Contact appropriate person at ODOT	Dan	TBD
10/12/2011 URA	Other use or market for Solar Panels	Researching	Dan	TBD
4/1/2012	Clackamas County Broadband Project	Determine Need @ City Owned Facilities	Greg/Joe	June 6, 2012
OTHER STAFF ITEMS				
DATE	ITEM	STATUS	ASSIGNED TO	TARGET DATE
	Home Business Survey	Compiling Data From Returned Surveys	Renate	???
	Property Purchase Negotiations - CUB & Oliver Insurance	Meeting W/ Property Owners / Representatives	Greg	On-going Updates
12/7/2011	Road Improvement & Sidewalk Extension on NE 4th Avenue by CC Event Center	Getting Easements & Right-of-Way; Proceeding With Design	Greg	Under Construction
	Selling Property Partitioned Next to Maple Street Park (former location of Marshall House)	Waiting for better econmic times to sell property.		On-Going