

AMENDED AGENDA

CANBY CITY COUNCIL MEETING

October 17, 2007, 7:30 P.M.

Council Chambers

155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels

Councilor Teresa Blackwell

Councilor Paul Carlson

Councilor Randy Carson

Councilor Tony Helbling

Councilor Wayne Oliver

WORK SESSION

6:00 P.M.

City Hall Conference Room

182 N Holly

The City Council will be meeting in a Work Session to receive a quarterly status report on City Council Goals.

CITY COUNCIL MEETING

1. CALL TO ORDER

A. Pledge of Allegiance and Moment of Silence

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. Approving Mayor to Sign Letter to OECDD for Increase in Loan Pg. 1

7. PUBLIC HEARING

A. APP 07-01 JBS Estates **(CONTINUED FROM 10/3/07 NO PUBLIC COMMENT WILL BE ACCEPTED)**

8. RESOLUTIONS & ORDINANCES

- A. Res. 960, Ratify Contract Between the City of Canby and Local 350-6 AFSCME Council 75 AFL-CIO for the Period From July 1, 2007 Through June 30, 2010
- B. Res. 961, Transferring \$135,337 Appropriation from the Sewer Combined Fund SDC Reserved Future Projects Line Item to the Sewer Combined Fund SDC Replacement of SE 2nd Avenue Line Item Pg. 4
- C. Res. 962, Affirming the City's Intention to Construct S. Berg Parkway and S. Sequoia Parkway Stages 5 and 6 Including Related Improvements to S. Township Road
- D. Ord. 1256, Authorizing Contract with Bruce Chevrolet for One 2008 Chevrolet Silverado 1500 Pick-Up for the Canby Code Enforcement Officer (2nd Reading) Pg. 5
- E. Ord. 1257, Authorizing Contract with Canby Ford for One 2008 Ford Explorer XLT with Police Equipment Package for the Canby Police Department (2nd Reading) Pg. 7
- F. Ord. 1258, Authorizing Payment of \$135,336.72 from the Sanitary Sewer System Development Charge Fund to Clackamas County for the SE 2nd Avenue Street and Sewer Improvement Project Pg. 9
- G. Ord. 1259, Authorizing Contract with MIG, Inc., Architects for Project Management Services Related to Legacy Park Development Pg. 12
- H. Ord. 1260, Authorizing Lease/Purchase Contract with Steril-Koni USA, Inc. for the Lease/Purchase of One Set of Four Mobile Lifts for the City of Canby Fleet Services Maintenance of Heavy Equipment Pg. 21

9. NEW BUSINESS

- A. Amendment to Berg Parkway Change Order No. 2

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 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.



M E M O R A N D U M

TO: *Honorable Mayor Thompson and City Council
Chairman Helbling and Urban Renewal Agency*

FROM: *John R. Williams, Community Development & Planning Director*

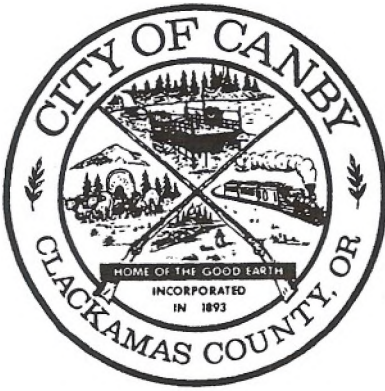
DATE: *October 5, 2007*

THROUGH: *Mark C. Adcock, City Administrator*

As previously reported, our cost estimate for the Sequoia 5/6 project has risen for three main reasons. First, the needed length of Sequoia Stage 6 has increased 140 feet to accommodate American Steel's final design. Second, we have found it will be necessary to take on a significant amount of work on S. Township Road to add turning lanes at the intersection with Sequoia Parkway. This includes about 750 lineal feet of improvements in total. Finally, unit costs have risen over 20% since construction of previous phases (based on recent bid activity).

As a result, total project costs have increased to a projected \$2,597,000 including engineering, utilities, and contingency. This amount can be accommodated by available Urban Renewal funds, however we must provide a letter to the state of Oregon requesting an increase in our loan amount. A draft of this letter is attached and staff recommends the Council approve this letter for signature by the Mayor, on the consent agenda. No action of the Urban Renewal Agency is required at this time.

Prior to the Council's consideration of construction contracts and loan documents staff will provide a detailed breakdown of costs.



City of Canby

General Administration Office

October 17, 2007

Janet Hillock
Oregon Economic & Community Development Department
121 SW Salmon, Suite 205
Portland, OR 97204

Dear Ms. Hillock:

On behalf of the Canby City Council I am writing to request an increase in the total loan amount for Canby's current Special Public Works Fund loan application. This loan requests assistance with road improvements in the Canby Pioneer Industrial Park as well as on S. Berg Parkway. The Sequoia Parkway extension will provide access to almost 100 acres of the Canby Pioneer Industrial Park, including the proposed site of American Steel. Our Industrial Park requires 12 employees per acre, therefore this roadway extension will enable the creation of approximately 1,200 industrial jobs in Canby. Berg Parkway is a critical component of Canby's transportation plan and will improve access to residents and businesses alike. The Berg Parkway project was funded largely by ODOT because it is an important part of a long-range regional access plan between Highway 213 and I-5; it will improve access to Canby neighborhoods, business areas, and the Pioneer Industrial Park.

The Sequoia Parkway extension is an immediate need. American Steel is bringing 100 jobs to Canby, with at least 20 more to be created within several years. American Steel is currently located in Portland but was looking at a variety of other areas, including Vancouver WA. Their commitment to Canby was predicated on the existence of the Sequoia Parkway extension, as they cannot open without this roadway and associated utilities. American Steel has begun site work and are hoping to be open by June 2008.

Since our initial application, the length of the Sequoia Parkway extension has increased, we have added roadwork necessary on Township Road to accommodate turning lanes, and several technical details have changed. In addition, unit costs have risen substantially since our previous round of construction. For all of these reasons, we are now requesting a total loan amount of \$2,720,000. Cost breakdowns are listed on the attached page.

Total combined project costs are expected to be approximately \$4,679,000. The remainder of project funds are coming from a grant from ODOT (\$1.23 million), City of Canby System Development Charges (\$602,000), and property owners (ROW dedications valued at \$127,000).

As with previous applications, the City of Canby is the applicant for this loan, having reached a formal agreement with the Canby Urban Renewal Agency concerning project funding. All loan payments will be made by the Agency using tax-increment financing revenues. The Agency is fully capable of funding the loan payments.

We believe that Canby's project fits in perfectly with the state's goals as outlined by Governor Kulongoski. The projects are public-private partnerships that will bring high-quality industrial jobs to our community. These jobs will reduce our high out-commute, make Canby more of a complete community, and provide a long-term source of revenue for much needed public services.

Thank you for all of your assistance to date; please contact Community Development & Planning Director John Williams if you have any questions.

Sincerely,

Melody Thompson
Mayor

RESOLUTION NO. 961

A RESOLUTION TRANSFERRING \$135,337 APPROPRIATION FROM THE SEWER COMBINED FUND SDC RESERVED FUTURE PROJECTS LINE ITEM TO THE SEWER COMBINED FUND SDC REPLACEMENT SE 2ND AVENUE LINE ITEM

WHEREAS, the City of Canby had previously approved an intergovernmental agreement with Clackamas County regarding the funding of the SE 2nd Avenue Street Project; and

WHEREAS, the City of Canby had budgeted funding in 2006-2007 for the SE 2nd Avenue Street Project in the Sewer Combined Fund; and

WHEREAS, the SE 2nd Avenue Street Project was not completed at the end of the 2006-2007 and the funds were not re-appropriated in the 2007-2008 Budget; and

WHEREAS, the SE 2nd Avenue Street Project was subsequently completed and the portion due Clackamas County for shared cost is payable; and

WHEREAS, there is sufficient appropriation in the Sewer Combined Fund Capital Outlay SDC Reserved Future Projects line item;

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

The City Council directs the Finance Director to transfer \$135,337 of appropriation from the Sewer Combined Fund Capital Outlay SDC Reserved Future Projects line item to the Sewer Combined Fund SDC Replacement SE 2nd Avenue line item to provide for the payment of the City's share of the SE 2nd Avenue improvement project.

ADOPTED this 17th day of October, 2007, by the Canby City Council.

Melody Thompson – Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder, Pro-Tem

ORDINANCE NO. 1256

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH BRUCE CHEVROLET OF HILLSBORO, OREGON FOR THE PURCHASE OF ONE 2008 CHEVROLET SILVERADO 1500 PICK-UP TRUCK FOR THE CANBY CODE ENFORCEMENT OFFICER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to purchase a new Chevrolet Silverado 1500 pick-up truck for the City's Code Enforcement Officer; and

WHEREAS, the purchase will be made from Oregon Department of Administrative Services (DAS) in compliance with ORS 279.820 - 279.855 utilizing an existing solicitation for the State of Oregon Department of Transportation (ODOT) under State of Oregon Bid No. 6826; and

WHEREAS, DAS concurs with the City of Canby utilizing the existing solicitation and this purchase is in cooperation with the ORCPP; and

WHEREAS, Bruce Chevrolet of Hillsboro, Oregon submitted the low bid of eighteen thousand, one hundred forty-one dollars (\$18,141.00) for one Chevrolet Silverado 1500 Pick-up Truck for the required specifications of the State of Oregon; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this bid and believes it to be in the best interest of the City to accept such bid; 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 and on its behalf, an appropriate contract with Bruce Chevrolet of Hillsboro, Oregon for one Chevrolet Silverado 1500 Pick-up Truck for the bid amount of eighteen thousand, one hundred forty-one dollars (\$18,141.00).

Section 2. Inasmuch as it is in the best interests of the City of Canby Code Enforcement Department to put this vehicle into service as quickly as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, October 3, 2007 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, October 17, 2007 commencing at the hour of 7:30 P.M. in the Council Chambers at 155 NW 2nd Avenue in Canby, Oregon.

Kimberly Scheafer
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th day of October, 2007, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer,
City Recorder - Pro Tem

ORDINANCE NO. 1257

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY FORD OF CANBY, OREGON FOR THE PURCHASE OF ONE (1) 2008 FORD EXPLORER XLT POLICE VEHICLE WITH POLICE EQUIPMENT PACKAGE FOR THE CANBY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to purchase one (1) 2008 Ford Explorer XLT Police vehicle with full police equipment package for the Canby Police Department; and

WHEREAS, the cost of the vehicle and equipment will be paid by the Canby Police Department which has budgeted said purchase for the fiscal year 2007-2008 budget; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, three written bids were obtained for the purchase of the two police vehicles as follows:

- | | |
|-------------------|--------------|
| 1. Canby Ford: | \$23,749.00. |
| 2. Gresham Ford: | \$23,922.00. |
| 3. Landmark Ford: | \$23,873.00. |

WHEREAS, Canby Ford of Canby, Oregon submitted the lowest quote of \$23,749.00 for the vehicle; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this quote, reviewed the staff report and believes it to be in the best interest of the City to purchase this vehicle from Canby Ford; and

WHEREAS, the cost of police equipment to be added to the new vehicle is the sum of \$4,500.00; 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 Canby Ford of Canby, Oregon for the purchase of one (1) 2008 Ford Explorer XLT Police vehicle in the amount of \$23,749.00, together with police equipment in the amount of \$4,500 for a total of \$28,245.00.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to provide the Police Department with this vehicle without further delay, and to better serve the citizens of Canby, 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 thereof on October 3, 2007, 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 October 17, 2007, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd Avenue in Canby, Oregon.

Kimberly Scheafer
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 17th day of October, 2007, by the following vote:

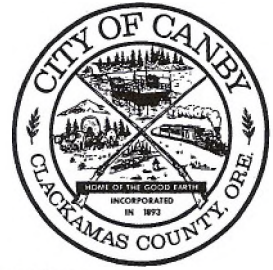
YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
City Recorder - Pro Tem



MEMORANDUM

TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *October 4, 2007*
THROUGH: *Mark C. Adcock, City Administrator*
RE: *Ordinance 1258/Resolution 961*

Synopsis

The SE 2nd Avenue street and sewer improvement Community Development Block Grant project has been completed. The City is required to reimburse Clackamas County for all construction expenses over \$250,000, and our share has been determined to be \$135,336.72. Ordinance 1258 and Resolution 961 are required to make this reimbursement.

Recommendation

Staff recommends the Council adopt Ordinance 1258 and Resolution 961.

Rationale

The City Council has previously approved an Intergovernmental Agreement (IGA) with Clackamas County regarding this project, which specifies that the County's maximum expense on this project is \$250,000.00. Total project costs are as follows:

• Street Improvements:	\$225,999.33
• Sanitary Sewer Improvements:	<u>\$231,157.09</u>
TOTAL	\$457,156.42

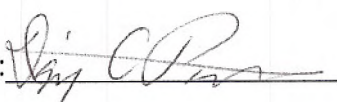
Of this, the County paid \$385,336.72. Per the IGA the City therefore owes Clackamas County \$135,336.72. Total project costs were lower than expected.

In the FY 2006-2007 Budget a total of \$246,400.00 was reserved for this project. Staff believed this project would be completed in FY 2006-2007 and therefore no funds were budgeted in 2007-2008. As it turns out the final invoicing was not completed until this year so the funds were carried over into the current year. For this reason, Resolution 961 has been prepared by the Finance Department to allow payment from the correct line item.

Staff recommends utilizing Sanitary Sewer System Development Charge funds for this payment. \$180,000.00 in sewer SDC was budgeted in 2006-2007, and the payment would only require \$135,336.72. Funds will come from line item 306-318-434-7611.

Attached

Ordinance 1258.

Finance Dpt. Review: 

ORDINANCE NO. 1258

AN ORDINANCE AUTHORIZING PAYMENT OF \$135,336.72 FROM THE SANITARY SEWER SYSTEM DEVELOPMENT CHARGE FUND TO CLACKAMAS COUNTY FOR THE SE 2ND AVENUE STREET AND SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Canby City Council has previously approved an intergovernmental agreement with Clackamas County regarding funding of the SE 2nd Avenue Street and Sanitary Sewer Improvement Project; and

WHEREAS, said agreement specifies that the County will provide funds in the amount of 80% of the total cost of the project but not to exceed \$250,000; and

WHEREAS, Clackamas County has paid \$385,336.72 for this project and therefore per the agreement the City owes Clackamas County \$135,336.72; and

WHEREAS, the sanitary sewer project is listed within the City's Capital Improvement Plan, was previously approved for funding by the City Council, and is an eligible use of sanitary sewer system development charge funds; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Council hereby authorizes payment of \$135,336.72 from Sanitary Sewer System Development Charge Improvement funds to Clackamas County Community Development.

Section 2. Because the intergovernmental agreement requires the City to compensate Clackamas County within 30 days of invoice, 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, October 17, 2007; ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 7, 2007, commencing at the hour of 7:30 pm at the Council Meeting Chambers at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 7th day of November, 2007, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-Tem

DATE: October 9, 2007

MEMO TO: Honorable Mayor Thompson and City Councilors

FROM: Beth Saul, General Services Director

Through: Mark Adcock, City Administrator

RE: Project management of Legacy Park development

Issue:

The City Council has identified Legacy Park as a top priority to be finished this year, and Ordinance 1259 will authorize a contract with MIG, Inc. to provide project management services to finish the remaining elements of the park.

Recommendation:

Staff recommends approval of Ordinance 1259 authorizing a contract with MIG, Inc. to provide project management services for the completion of Legacy Park.

Background:

After the successful planning process for the entire Ackerman recreation complex, led by architect Bennett Burns (who is now with MIG, Inc.) the City decided to embark on development of the public park on city owned property adjacent to the Ackerman fields. Four acres of this city property had already been developed by Canby United Soccer, using their own funds, grants, and volunteers to create two soccer fields. Matilda Deas led a follow-up planning process with the neighborhood to create a more detailed plan for what is now known as Legacy Park on the remaining two acres. Unfortunately, the Park Development Fund at the time (four years ago) did not have enough funds for a full buildout of the planned amenities, so it was decided to phase in the development of the park. The first year the parking lot and tot lot development occurred, and then the second year the playground for older children was built and the trees donated by the Burden family were planted and then cared for by Herman Bergman of Kiwanis. The third year the MOMS club donated benches, and some additional minor landscaping and fencing were done while plans were made for a bathroom, but the bathroom plans were put on hold to be combined with the Maple Street Park bathroom project, and so it was the fourth year before the bathroom project commenced (this year!). Now the Park Development Fund contains sufficient funding to complete the park improvements and also to hire project management. Project management is needed due to staffing limitations that have combined with previous budgetary constraints to slow the progress of development. By devoting a project manager to implementing the rest of the park improvements the schedule can be accelerated and the park finished much more quickly than has been possible using the limited staff time currently available.

Fiscal impact:

Funds are available in the Park Development Fund.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

215-215-455-7634 Legacy Park

ORDINANCE NO. 1259

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MIG, INC., ARCHITECTS, FOR PROJECT MANAGEMENT SERVICES RELATED TO LEGACY PARK DEVELOPMENT FOR THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to expedite the final development of Legacy Park by hiring a firm to provide project management services; and

WHEREAS, the City of Canby has previously engaged the services of Bennett Burns, an architect for MIG, Inc. who led the original planning process for the Legacy Park area; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit A, section 6 B (7), the city may enter into personal service contracts not exceeding \$75,000 by direct appointment without competition; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into; 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 and on its behalf, an appropriate contract with MIG, Inc., the copy of said contract is attached and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Emergency Declared.

It being necessary for the health, safety, and general welfare of the citizens of Canby that this project be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, October 17, 2007, 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, November 7, 2007, commencing at the hour of 7:30 PM in the Council Meeting Chambers at 155 NW 2nd Avenue in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 7th day of November, 2007, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro-Tem

EXHIBIT A
Legacy Neighborhood Park Improvements
Scope of Work

Understanding of the Project Program:

1. By hiring a consultant to perform project management, construction documentation, bidding, and construction administration, the City has made this project a priority to be completed as soon as possible.
2. The park should be durable and as low maintenance as possible.
3. The priorities for this park are:
 - A. Picnic Shelter
 - B. Irrigation
 - C. Trails/Paths
 - D. Meditation Garden

Scope of Work:

1. Project Management.
Throughout the project, MIG will provide an overview and ongoing communication with the City of Canby. MIG will also provide a project schedule and will monitor it, will review and coordinate invoicing, and will update the client on project progress.
2. Project Start-Up and Scope Finalization.
To begin the project, the MIG Team will organize and attend a kick-off meeting and site tour, will gather existing site information, and will research the City's code requirements.
3. Topographic Survey (to be provided by the City).
The City will supply a digital survey of the project area. This survey should provide the consultants with an AutoCAD base that includes all existing site features, utilities, and roadways, and the topography shown at one-foot contour intervals.
4. Permit Research.
The MIG Team will contact and meet with the appropriate agencies to clarify the requirements for the permitting process.
5. Contract Documents.
The MIG Team will develop a set of construction documents, and will provide a set of these documents to the City for review at 50%, 90%, and 100% completion. The CDs will include:
 - A. Landscape Plans
 - 1) Cover Sheet and Vicinity Map
 - 2) Existing Conditions/Demolition Plan
 - 3) Materials/Layout Plan
 - 4) Grading Plan
 - 5) Planting Plan
 - 6) Irrigation Plan
 - 7) Details
 - B. Electrical Plans
 - 1) Site Plan
 - 2) Details
6. Contract Specifications.
The MIG Team will provide the technical specifications to support the drawings.
7. Opinion of Construction Cost.

The MIG Team will develop an opinion of the construction cost for the project.

8. Permitting.

The MIG Team will coordinate with the appropriate agencies to ensure that the required permits are in hand before construction begins.

9. Bidding.

The MIG Team will facilitate the pre-bid meeting, will respond to contractor questions through the addenda process, and will assist the city in reviewing the bids and selecting a contractor.

10. Construction Administration.

The MIG Team will support the City during the project's construction administration process. MIG will attend a pre-construction meeting and review the proposed construction schedule. During the project, MIG will review submittals and respond to technical questions. To help ensure that the construction is following the design intent, MIG will have eight (8) site meetings and four (4) site visits during construction. To facilitate communications and construction modifications approved by the City, MIG will coordinate between the City and the contractor through Requests for Information and Change Orders. MIG will make one (1) site visit to create a "punch list" and one (1) final site visit to ensure that all items were completed. The final work performed by the MIG Team will be collecting the record drawings and documenting the modifications to the original drawings. MIG will review all the closeout documents for completeness, and will review the final pay application. The MIG Team will then provide the City with one (1) print set of these documents and digital copies of all pertinent text and drawing files.

EXHIBIT B: Legacy Neighborhood Park Improvements Fees

Prepared by MIG, Inc. 10/09/07

Task	David Walters, PD	Travis Scrivner, PM	Christina Frank	Assistant	Total Labor	Total Expenses*	TOTAL
<i>Hourly Billing Rates</i>	<i>\$135</i>	<i>\$85</i>	<i>\$85</i>	<i>\$65</i>			
1. Project Management							
1.1 Project Management	2	20		4	\$2,230	\$50	\$2,280
subtotal	2	20		4	\$2,230	\$50	\$2,280
2. Project Start-Up and Scope Finalization							
2.1 Kick-off Meeting and Site Tour	1	8			\$815	\$50	\$865
2.2 Gather Existing Data and Code Requirements			8		\$680	\$50	\$730
subtotal	1	8	8		\$1,495	\$100	\$1,595
3. Topographic Survey							
3.1 Topographic Survey (to be performed and delivered by City)		2			\$170	\$0	\$170
subtotal		2			\$170	\$0	\$170
4. Permit Requirements							
4.1 Research Permitting Requirements		4			\$340	\$0	\$340
subtotal		4			\$340	\$0	\$340
5. Contract Documents							
5.1 Cover Sheet and Vicinity Map			4		\$340	\$100	\$440
5.2 Landscape Existing Conditions/Demolition Plan		1	4		\$425	\$100	\$525
5.3 Landscape Materials/Layout Plan		4	24		\$2,380	\$100	\$2,480
5.4 Landscape Grading Plan	2		16		\$1,630	\$100	\$1,730
5.5 Landscape Planting Plan		4	16		\$1,700	\$100	\$1,800
5.6 Landscape Irrigation Plan	4		16		\$1,900	\$100	\$2,000
5.7 Landscape Details	4	24			\$2,580	\$100	\$2,680
5.8a Electrical Site Plan		2			\$170	\$100	\$270
5.8b Electrical Site Plan - subcontractor fee					\$2,500	\$100	\$2,600
5.9a Electrical Details		2			\$170	\$100	\$270
5.9b Electrical Details - subcontractor fee					\$2,500	\$100	\$2,600
5.10 50% CD Submittal		2			\$170	\$100	\$270
5.11 Progress Review	2	4	8		\$1,290	\$50	\$1,340
5.12 90% CD Submittal (Permit Set)		2			\$170	\$100	\$270
5.13 Progress Review	2	4	8		\$1,290	\$50	\$1,340
5.14 100% CD Submittal (Bid Set)		2			\$170	\$100	\$270
subtotal	14	51	96		\$19,385	\$1,500	\$20,885
6. Contract Specifications							
6.1 Contract Specifications	2	16		4	\$1,890	\$100	\$1,990
subtotal	2	16		4	\$1,890	\$100	\$1,990
7. Opinion of Construction Cost							
7.1 Opinion of Construction Cost	2	4	4	1	\$1,015	\$50	\$1,065
subtotal	2	4	4	1	\$1,015	\$50	\$1,065

8. Permitting								
8.1	Confirm Permits Prior to Construction		8			\$680	\$0	\$680
subtotal			8			\$680	\$0	\$680
9. Bidding								
9.1	Pre-Bid Meeting	2	4			\$610	\$50	\$660
9.2	Bid Questions (addenda input)	2	8	8	2	\$1,760	\$100	\$1,860
9.3	Bid Opening and Review	2	4			\$610	\$50	\$660
subtotal		6	16	8	2	\$2,980	\$200	\$3,180
10. Construction Administration								
10.1	Pre Construction Meeting (1)	2	4			\$610	\$50	\$660
10.2	Submittal Review		4		1	\$405	\$0	\$405
10.3	Address Technical Questions	2	16		1	\$1,695	\$0	\$1,695
10.4	Site Meetings (8)	4	32			\$3,260	\$200	\$3,460
10.5	Site Visits (4)		16	16		\$2,720	\$100	\$2,820
10.6	Requests for Information and Change Orders	2	16		2	\$1,760	\$0	\$1,760
10.7	Punch List	1	8		0	\$815	\$50	\$865
10.8	Final Acceptance (1)	2	8			\$950	\$50	\$1,000
10.9	Close Out Documentation	1	4		1	\$540	\$50	\$590
subtotal		14	108	16	5	\$12,755	\$500	\$13,255
GRAND TOTAL		25	156	36	12	\$20,475	\$900	\$45,440

* Expenses listed above are an estimate only. Actual expenses will be at cost, plus 10% for handling.

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Legacy Neighborhood Park Improvements Schedule

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[illegible]

[illegible]

DATE: October 9, 2007

MEMO TO: Honorable Mayor Thompson and City Councilors

FROM: Beth Saul, General Services Director

Through: Mark Adcock, City Administrator

RE: Lease/Purchase of mobile lifts for Fleet Services

Issue:

Fleet Services maintains a number of heavy duty vehicles that are too heavy for the current lifts available in the shop. The mechanics use creepers to get under them for repairs, but this method of maintenance is less accurate and less efficient than being able to lift the heavy vehicles into the air allowing the mechanics to see more clearly and work more quickly on maintenance and repairs. Ordinance 1260 will authorize the lease/purchase of mobile lifts that are rated to handle our large heavy equipment, thus increasing efficiency and effectiveness of the shop.

Recommendation:

Staff recommends approval of Ordinance 1260 authorizing the lease/purchase of four mobile lifts for Fleet Services.

Background:

As the workload in the Fleet Services department has continued to increase the staff has been researching ways to improve efficiency and effectiveness, and the addition of appropriately rated lifts is recommended as the best solution to address the maintenance of heavy duty vehicles. Being able to stand beneath the vehicle enables the mechanic to see the job better and also to see other problems that may be hidden from view using the creeper method. The mechanics can also work more quickly in a standing position.

Fiscal impact:

Funds are available in the Fleet Services reserve set aside for the upgrading and addition of shop equipment.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

204-214 - 425-7410 Equip.

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ORDINANCE NO. 1260

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A LEASE/PURCHASE CONTRACT WITH STERTIL-KONI USA, INC. OF STEVENSVILLE, MARYLAND FOR THE LEASE/PURCHASE OF ONE SET OF FOUR MOBILE LIFTS FOR CITY OF CANBY FLEET SERVICES MAINTENANCE OF HEAVY EQUIPMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to lease/purchase four (4) heavy duty mobile lifts for the servicing of dump trucks, busses, sludge trucks, and other heavy equipment; and

WHEREAS, the lease/purchase will be made utilizing an existing solicitation from the State of Washington for the Western States Contracting Alliance Contract No. 06405; the State of Washington agrees that Oregon and its political subdivisions may utilize this contract; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, three written quotes were obtained as follows:

- | | |
|---|--------------|
| 1. Automotive Resources, Inc. (ARI-HETRA) of Manassas, VA | \$34,316.64. |
| 2. Mohawk Resources, LTD of Amsterdam, NY | \$31,419.00. |
| 3. Stertil-Koni, USA, Inc. of Stevensville, MD | \$28,314.00. |

WHEREAS, Stertil-Koni, USA Inc. of Stevensville, Maryland submitted the low quote of twenty eight thousand three hundred and fourteen dollars (\$28,314.00) for the required specifications of the Western States Contracting Alliance for mobile lifts; and

WHEREAS, the cost of optional equipment to be added to the new lifts is the sum of \$4,300.00; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this quote and believes it to be in the best interest of the City to accept such quote; 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 and on its behalf, an appropriate lease/purchase contract with Stertil-Koni USA, Inc. of Stevensville, Maryland for one set of four

ST1082-2FSF mobile lifts for the quote amount of \$28,314.00 with the addition of options for a total of \$32,614.

Section 2. Inasmuch as it is in the best interest of the City of Canby Fleet Services Department to put this equipment into service as quickly as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, October 17, 2007 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, November 7, 2007 commencing at the hour of 7:30 P.M. in the Council Chambers at 155 NW 2nd Avenue in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 7th day of November, 2007, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder - Pro Tem



MEMORANDUM

To: Mayor Thompson and Canby City Council
From: Amanda Klock, Human Resource Director
Date: October 17, 2007
Through: Mark Adcock, City Administrator
Re: Resolution No. 960

Background Summary

The Agreement between the City of Canby (City) and AFSCME Council 75, Local 350-6 (Union) expired on June 30, 2007. The City and Union have bargained the terms and conditions of a new contract and have tentatively agreed to a package settlement of all outstanding issues relating to collective bargaining between the parties. The contract agreement is retroactive to July 1, 2007 and expires on June 30, 2010.

Recommendation

Staff recommends that the Council approve Resolution 960, ratifying and approving the tentative agreement and adopting the contract between the City and Union.

Attached

Resolution No. 960

RESOLUTION NO. 960

A RESOLUTION TO RATIFY THE CONTRACT BETWEEN THE CITY OF CANBY (CITY) AND THE LOCAL 350-6 AFSCME COUNCIL 75 AFL-CIO (UNION) FOR THE PERIOD FROM JULY 1, 2007 THROUGH JUNE 30, 2010.

WHEREAS, the City has recognized the Union as the sole collective bargaining agent for the City's regular full-time and part-time employees, excluding supervisory and confidential employees and employees of the police bargaining unit pursuant to Oregon law, and

WHEREAS, the collective bargaining agreement between the City and Union expired on June 30, 2007, and

WHEREAS, the City and Union have bargained the terms and conditions of a new contract agreement that will remain tentative until ratified by each party and will be effective retroactive to July 1, 2007 and to expire on June 30, 2010, now therefore,

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

1. The attached tentative agreement marked as Exhibit "A" between the City and Union for the period of July 1, 2007 through June 30, 2010 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, retroactively, to July 1, 2007.

ADOPTED this 17th day of October, 2007, by the Canby City Council.

Melody Thompson - Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder, Pro-Tem

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF CANBY

And

LOCAL 350-6 AFSCME COUNCIL 75
AFL-CIO

July 1, 2007 - June 30, 2010

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

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

1.2 In the event the City should create a new job classification and pay rate for a classification which would properly be in the bargaining unit, the City shall notify the Union within fifteen (15) calendar days of filling the new classification. Upon receipt of a written request from the Union or its designee, the City and the Union will enter into negotiations regarding wages for the classification.

ARTICLE 2 – EMPLOYEE RIGHTS/SECURITY

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

2.2 The City agrees to deduct monthly membership dues from the gross pay of employees covered pursuant to Section 1.1 of this Agreement upon submission of written requests on forms provided by the Union. Uniform amounts to be deducted shall be certified to the City by the Union and shall be remitted to the Union no later than the 15th day of the following month. The City shall not be held liable for deduction errors but will make proper adjustments with the Union as soon as is practicable.

2.3 Each employee who, thirty (30) days after date of hire, is in a position represented by the Union as defined by Section 1.1 of this Agreement and who chooses not to be a member of the Union shall proportionately and fairly share in the cost of the collective bargaining process. The proportionate and fair share of the cost of the collective bargaining process is the amount of dues uniformly required of each member of the Union.

2.4 Employees covered by Section 1.1 of this Agreement may choose non-association with the Union based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee must pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity or other charitable organization mutually agreed upon by the employee affected and the representative of the Union. The employee shall furnish written proof that this has been done. If the employee and the representative of the Union do not reach agreement on the matter, the

Employment Relations Board shall designate such organization. Both parties agree to abide by both Federal and State laws as regards an employee's request pursuant to this Section.

2.5 The Union agrees to hold the City harmless against any and all claims, suits, orders or judgments brought against the City as a result of the provisions of this Article.

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

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

ARTICLE 3 – CIVIL RIGHTS

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

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The City Administrator, department heads and division supervisors shall exercise responsibility, under the authority of the City Council, for management of the City and direction of its work force. To fulfill this responsibility the rights of the City shall include, but shall not be limited to: establishing and directing activities of the City's departments and its employees; determining standards of service, methods of operation and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; discipline or discharge for just cause; determination of job descriptions, work schedules and assignment off work; and other rights except as expressly limited by the terms and provisions of this Agreement.

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

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

4.2(b) Within ten working days immediately following the date of its receipt of the notice pursuant to Section 4.2(a) of this Agreement, the Union may deliver to the City a written proposal to which the Union would agree in order to reserve the work, as described by

the City pursuant to Section 4.2(a) of this Agreement, for performance by bargaining unit members and, additionally, any wages, hours or conditions of employment not covered by this Agreement which the Union proposes be applied to bargaining unit members in the event the proposed subcontract is ultimately implemented.

- 4.2(c) If the City does not receive a proposal from the Union pursuant to Section 4.2(a) of this Agreement within the ten (10) day period, the City may implement the proposed subcontract and shall simultaneously implement any terms set forth in the City's notice to the Union made pursuant to Sections 4.2(a) and 4.2(b) of this Agreement.
- 4.2(d) If the Union proposal is equal to or better than that submitted by the proposed subcontractor, the City shall implement the Union proposal.
- 4.2(e) If the Union proposal is substantially more costly than the proposed subcontractor, the City may adopt the proposal as submitted by the proposed subcontractor. In that case, the Union and the City shall bargain the impact of such action to completion, up to and including a strike.

ARTICLE 5 – SENIORITY

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

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

5.3 Employees off work for fifteen (15) months or more due to a discharge for just cause or voluntary resignation, shall be considered off the seniority list, with the exception of those off due to an industrial accident, layoff or military service.

ARTICLE 6 – LAYOFF

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

6.2 Layoff order shall be established within the City on the basis of seniority. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the

department to that classification. If a tie still exists, the tie shall be broken by drawing lots. Employees shall be laid off in reverse order of seniority, except as modified in Section 6.3 of this Agreement. Laid off employees shall have the right to bump into lower level regular or temporary positions as outlined in Section 6.5 of this Agreement. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classifications of the position being laid off.

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

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

6.5 Laid off employees shall have the following options:

- a. Accept the layoff.
- b. Request assignment to a vacant lower level bargaining unit or temporary position, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.
- c. Displace the employee with the lowest seniority in the same classification within the City, provided the employee is qualified for the position as described in Section 6.4 of this Agreement.
- d. Displace the employee with the lowest seniority in a lower level classification in the City, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.
- e. Displace the employee with the lowest seniority in the City in a classification in which the employee has previous service, provided the displacing employee is more senior and is qualified for the position as described in Section 6.4 of this Agreement.

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

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

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

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

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

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

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

ARTICLE 7 – DISCHARGE/SUSPENSION/WARNING NOTICES

7.1 Disciplinary action may include the following: (a) oral warning; (b) written warning; (c) suspension with or without salary; (d) discharge. The disciplinary action shall normally be progressive, unless the severity of the act warrants more severe discipline. The City shall not impose disciplinary action without just cause.

7.2 An employee may be immediately discharged upon a finding of any of the following: (a) dishonesty related to his/her employment with the City; (b) willful damage to City property; (c) drinking alcohol or taking illegal drugs on the job or arriving for regularly scheduled work under the influence of alcohol or illegal drugs; or (d) gross insubordination.

7.3 If it should be found that an employee is guilty of lesser offenses, such as violation of City policies and rules, such employee may be subject to disciplinary action as outlined in Section 7.1 of this Agreement.

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

7.5 The City acknowledges the right of an employee to have a Union representative present at stages (b), (c), and/or (d) of the disciplinary process.

ARTICLE 8 – HOURS OF WORK/OVERTIME

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

8.2 The normal workday shall consist of eight (8) consecutive hours per day. The normal workweek shall consist of five (5) consecutive days worked, including either Monday through Friday or Tuesday through Saturday. Alterations in either work hours or workdays or both may be accomplished through mutual agreement between the supervisor(s) and employee(s) involved. At no time shall supervisors or employees enter into an arrangement for workdays or work hours which violates Federal or State Wage and Hour Laws or this Agreement. Each employee shall be entitled to fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute meal break in accordance with Oregon BOLI.

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

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

ARTICLE 9 – REPORTING PAY/CALL BACK

9.1 Employees who are required to report to work shall be entitled to a minimum of two (2) hours of call time pay, unless they are notified prior to their departure for work not to report to work. Once put to work employees shall be entitled to a minimum of four (4) hours of work or pay therefore. All employees shall provide a telephone number where they may be reached when necessary.

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

ARTICLE 10 – STAND-BY DUTY

Stand-by is defined as any time an employee is required to be available to receive emergency phone calls during evenings and weekends outside of normal working hours. Pagers(s) shall be provided to the employee(s).

Employees will be required to be on stand-by duty for a consecutive seven (7) day period and shall receive eight (8) hours of pay at the employee's regular rate of pay or equivalent time off in compensatory time. Employees required to be on stand-by duty for a period which includes a holiday shall receive an additional eight (8) hours of compensatory time or salary.

Stand-by will be distributed equally among employees who would like to be included. The program will be voluntary unless those participating in the program agree that there are not enough volunteers, at which time the City and Union will meet to discuss and bargain a mandatory standby program.

ARTICLE 11 – COMP TIME

11.1 Employees shall be entitled to receive additional time off from work, known as comp time, in the event they wish such time off in lieu of payment for overtime work performed. An employee may select comp time instead of reimbursement at time and one-half (1-1/2) of his/her regular rate of pay should he/she perform an overtime assignment, provided that he/she makes such selection at the time overtime hours are recorded on the time sheets. Employees will be allowed to accrue up to forty (40) hours of comp time. Comp time may be used at a time mutually agreeable to the employee and the department head or designated City representative. Comp time accrual may be accumulated beyond these limits during the year upon the written request of the employee and by written approval by the employee's supervisor.

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

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

ARTICLE 12 – WASTEWATER TREATMENT PLANT

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

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

ARTICLE 13 – HOLIDAYS

13.1 The following days shall be recognized as paid holidays:

New Year's Day
Presidents Day
Memorial Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving Day

July Fourth
Labor Day
Personal Day (floating)

Day before Christmas
Christmas Day

13.2 Regular full time employees who do not work on a holiday shall receive eight (8) hours of holiday pay at their regular rate of pay. To qualify for holiday pay, an employee shall have been available for work on his/her scheduled workday preceding the holiday and his/her scheduled workday following the holiday. An employee off work due to a bona fide injury or illness shall be considered as "available" for work for the purposes of determining holiday benefits under this Article. A doctor's certificate may be requested from any such employee as noted under Article 15 - Sick Leave.

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

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

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

ARTICLE 14 – VACATIONS

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

<u>Service Completed</u>	<u>Vacation Earned</u>
1 - 4 years	80 hours annually
5 - 9 years	120 hours annually
10 – 13 years	140 hours annually
14 years and over	190 hours annually

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

The two current employees who fall into the 12 and 13 year categories upon agreement of this contract will continue to earn vacation accruals at a rate of 144 hours annually (12 years) and 152 hours annually (13 years) until such a time that they are eligible for the 14 year accrual rate.

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

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

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

14.4 The maximum vacation accrual limit shall be two hundred seventy (270) hours. Vacation accrual may be accumulated beyond these limits during the year upon the written request of the employee and written approval by the employee's supervisor. Vacation accrual exceeding the two hundred seventy (270) hour limit will not be compensated.

ARTICLE 15 – SICK LEAVE

15.1 All full-time employees covered by this Agreement for ninety (90) days or more shall be entitled to accumulate sick leave credits. Each eligible employee shall accumulate ninety six (96) hours of sick leave per year. The accrual rate per pay period shall be the annual accrual rate divided by the total number of pay periods.

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

15.2 Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section of the Agreement shall not exceed five hundred (500).

15.3 Sick leave may be used in the event of an employee's illness or off-the-job injury. The City may require a doctor's certificate to substantiate loss of time due to illness or off-the-job injury.

15.4 Employees taking time off for medical or dental appointments shall have such time off charged against their sick leave benefits.

15.5 Employees off on Industrial Accident shall be allowed to supplement Workers' Compensation benefits as provided in the following Article.

15.6 An employee may be allowed to use sick leave for medical emergencies involving members of the immediate family as defined in Article 17.

15.7 An employee off work due to an on the job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation payments for thirty (30) days from the date of the injury. The City will supplement the difference thereafter for a period of one hundred eighty (180) calendar days. The City's supplement may be extended at the discretion of the City Council.

ARTICLE 16 – WORKERS COMPENSATION

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

16.2 The City will maintain Health and Welfare contributions as defined in Article 23 of this Agreement for an employee as if the employee was working if the employee is off due to an industrial accident/illness. The said contributions shall be maintained for a minimum of sixty (60) days (up to a maximum of six (6) months) in the event the employee has not expended accumulated sick leave, comp time or vacation time.

ARTICLE 17 – FUNERAL LEAVE

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

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

17.3 The employee's immediate family shall include the employee's spouse, ex-spouse, child(ren), step-children, parent(s), brother(s), step-brothers, sister(s), step-sisters, grandparent(s), father-in-law, mother-in-law, brother-in-law, sister-in-law, aunts, uncles and grandchildren.

ARTICLE 18 – JURY DUTY

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

18.2 If an employee serving on jury duty is excused, dismissed, or not selected, he/she shall report for his/her regular work assignment.

ARTICLE 19 – FAMILY MEDICAL LEAVE

The City will allow employees to take parental or family and medical leave in accordance with State and Federal law. An employee shall utilize all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave.

Eligible employees are entitled to take leave for the following: (1) the birth of the employee's child, (2) the placement of a child with the employee for adoption or foster care, (3) the care of an employee's spouse, child, parent or parent-in-law, who has a serious health condition, (4) a serious health condition rendering the employee unable to perform his or her job.

Employees are entitled to 12 weeks within a 12 month period, with an additional 12 weeks available to a woman for an illness, injury, or condition related to pregnancy or childbirth. Parents who use family leave to care for a newborn, newly adopted child, or newly placed foster

child are also entitled to take up to 12 weeks to care for a child with an illness or injury that is not a serious health condition, but required home care. Upon completion of family medical leave, employees are entitled to return to the same position or another position with equivalent benefits, pay and conditions of employment if the former position no longer exists. **This information is intended only as a summary; rules and laws are constantly changing.**

ARTICLE 20 – LEAVES OF ABSENCE

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

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

ARTICLE 21 – WAGES

21.1 Effective July 1, 2007, compensation for all employees shall be pursuant to the salary schedule attached as Attachment A.

Effective July 1, 2008, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2007 (minimum 2% - maximum 5%).

Effective July 1, 2009, increase the wage scale across the board (by applying a percentage increase to the first step and maintaining 5% between steps 1-5 and 3% between steps 6-7) by a percentage equal to the CPI-U, Portland-Salem for the twelve (12) months ending December 31, 2008 (minimum 2% - maximum 5%).

Increases in wages by incremented steps in Attachment A shall be based on the performance of the employee in meeting the standards established for the employee's job classification. The standards shall be objective and quantifiable, and they shall measure the performance of the essential job functions. The written standards shall be reviewed with each employee during the evaluation procedure set forth at Article 29 of this Agreement.

21.2 Bilingual Premium. Any employee whose job requires fluency in Spanish shall receive, in addition to his/her regular pay, a five percent (5%) premium.

ARTICLE 22 – PER DIEM AND MILEAGE REIMBURSEMENT

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

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

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

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

ARTICLE 23 – HEALTH AND WELFARE

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

Effective August 1, 2007, the City will pay 90% of the medical/drug premium costs and 100% of the vision and dental/orthodontia premium costs of the health plan in place for each tier of coverage. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

Effective August 1, 2008, the City will pay 90% of the premium costs of the group plan [Option 1] in place for each tier of coverage. The group health plan includes medical/drug, vision and dental/orthodontia coverage. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.

The group insurance coverage provided above will be subject to annual review and recommendations by an Insurance Benefits Advisory Committee consisting of an equal number of represented AFSCME members, Canby Police Association members, and management committee members.

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

<u>Equivalent FTE</u>	<u>Prorated Benefits</u>
1.0 to .90 FTE (36-40 hours/week)	100% of the benefit as described in Section 23.1
.89 to .66 FTE (26-35 hours/week)	75% of the benefit as described in Section 23.1

.65 to .50 FTE (20-25 hours/week) 50% of the benefit as described in Section 23.1

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

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

ARTICLE 24 – RETIREMENT PLAN

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

ARTICLE 25 – SAFETY COMMITTEE

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

ARTICLE 26 – GRIEVANCE PROCEDURE

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

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

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

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

Step 4. If the grievance remains unresolved after Step 3, the employee or a Union representative shall, within ten (10) calendar days of receipt of the Step 3 decision, notify the City Administrator of their desire to invoke the Board of Adjustment. The Board of Adjustment shall consist of two members selected by the City and two members selected by the Union. The Board of Adjustment shall meet within ten (10) days of the Union's notice to the City Administrator. The Board of Adjustment shall hear and consider all information as presented by the parties. The Board shall, within five (5) days

of the hearing, issue a written recommendation or notice of impasse if the Board members come to an impasse.

Step 5. If the grievance remains unresolved after Step 4, the Union representative may, within twenty (20) calendar days of receiving the written answer in Step 4, submit a written request to the City Administrator stating their desire to invoke the arbitration procedures set forth in Section 26.3.

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

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

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

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

26.3 Arbitration Procedure:

(a) After arbitration has been requested, the parties shall forthwith attempt to agree upon a single arbitrator. In the event the parties are unable to agree, a list of five (5) arbitrators shall be requested from the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list received. The final name remaining shall be the sole arbitrator.

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

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

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

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

ARTICLE 27 – STRIKE/LOCKOUT

The Union agrees that during the term of this Agreement the employees it represents will not engage in any strike, work stoppage, slowdown or interruption of City services, and the City agrees not to engage in any lockout. The exception to this Article is found in Section 4.2(e) of this Agreement.

ARTICLE 28 – UNIFORMS/PROTECTIVE CLOTHING

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

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

28.3 The City agrees to provide public works and other field employees with an annual clothing and boot allowance of \$400.00 per employee for the purchase, replacement and/or repair of the uniforms and/or boots. The taxable allowance will be paid through payroll each September. Employees have the option of receiving the entire \$400.00 allowance or purchasing clothing and boots on a City account during July and August with prior authorization from their supervisor (any unused balances will be paid in September). The Labor Management Committee shall consider alternatives and make recommendations within the provision of this Article to ensure that the payment is not subject to income tax.

ARTICLE 29 – EMPLOYEE EVALUATIONS

29.1 As part of the City's personnel system each employee shall be evaluated at least once a year. An evaluation of an employee's performance for a step increase within the salary range shall occur at the employee's anniversary date, which shall be defined as the date of hire into a regular, full-time or regular part-time position within the bargaining unit. If an employee is hired on or before the 16th of the month, the anniversary date will be the 16th of the month. If an employee is hired after the 16th of the month, the anniversary date will be the first day of the following month. Employees at the top step of the range shall receive an annual evaluation as provided within this Article. In the event a current, existing employee moves into a position in the bargaining unit, the employee's anniversary date shall remain unchanged.

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

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

ARTICLE 30 – PERSONNEL RECORDS

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

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

30.3 Written documentation of a verbal warning and any response written by the employee shall, upon request of the employee, be removed at the end of twenty-four (24) months, provided that the written documentation and/or written responses are not relevant to current job performance.

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

ARTICLE 31 – LABOR MANAGEMENT COMMITTEE

A Labor Management Committee consisting of Management representatives and at least three AFSCME members will meet as needed at a regularly scheduled time each month to discuss issues, subjects of concern, or other topics brought forward by either party. The meetings may be cancelled by mutual agreement if neither party has any items for discussion.

ARTICLE 32 – SHOP STEWARDS

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

32.2 The Steward shall notify his/her supervisor prior to leaving his/her work area for the above-stated purposes.

32.3 It is understood that the City will not incur any liability for overtime pay as the result of the Steward's duties as listed in Section 32.1 of this Agreement.

ARTICLE 33 – RESIDENCY

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

ARTICLE 34 – CITY CLOSURE

If, due to inclement weather or another emergency, the City is closed and employees are either sent home or informed not to report to work, the employees shall be paid their regular salary for that time. If employees are selected to report to work or must stay at work when the City is closed, those employees will receive their regular rate of pay and will also receive comp time for the hours worked. If the City remains open during inclement weather and employees are unable to get to work, such employees may use vacation or comp time to cover that time.

ARTICLE 35 – DRUG AND ALCOHOL POLICY

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

ARTICLE 36 – SAVINGS CLAUSE

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

ARTICLE 37 – EXISTING CONDITIONS

37.1 The City agrees not to make unilateral changes in mandatory subjects of bargaining as determined by the Employment Relations Board without first notifying the Union. Should the Union desire to bargain over the proposed changes, the Union will provide the City with written notice of such intent no later than ten (10) days from receipt of notice from the City.

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

ARTICLE 38 – TERMINATION OF AGREEMENT

38.1 This Agreement shall become effective July 1, 2007 and shall remain in full force and effect through June 30, 2010, except that the provisions of Article 23 of this Agreement regarding the insurance plan and/or plan design during the final year of this Agreement may be reopened by either party without the consent of the other upon written notice delivered no later than February 1, 2009. The parties agree that should negotiations for a subsequent agreement extend beyond June 30, 2010, in addition to the provisions of this Agreement which automatically remain in force, Article 2-Employee Rights/Security and Article 26-Grievance Procedure shall remain in full force and effect up to the date on which the City would otherwise have the right to implement a full and final offer or the signing of a subsequent Agreement, whichever comes first.

38.2 This Agreement shall be automatically renewed on July 1, 2010 and each year thereafter unless either party notifies the other in writing not later than March 1, 2010 that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than April 1, 2010.

SALARY SCHEDULE – SEE ATTACHMENT A

LETTER OF AGREEMENT

AFSCME Local 350-6/City of Canby

The City of Canby (City) and AFSCME Local 350-6 (Union) agree to the following:

1. The City will do a classification and compensation study by July 1, 2008 for the following classifications: Utility Worker series, Park Maintenance series, Motor Pool Mechanics. Wages and implementation of changes to any job classification listed above will be bargained with the Union.
2. The Labor/Management Committee, including members from the Police Officers' Association, will discuss a policy for leave donations for City employees to be concluded with a recommendation by January 1, 2008. The AFSCME/City Labor/Management Committee will discuss options for Uniforms/Protective clothing to be concluded with a recommendation by 2/28/07. The timelines on the above Labor/Management discussions may be extended if it is mutually agreeable to all parties.
3. Until December 31, 2007 employees will be allowed to accrue and retain vacation hours above the 270 hour maximum accrual. Effective January 1, 2008, employees who are at 270 hours or above will not accrue additional vacation hours unless they have prior approval from their supervisor.
4. When the City moves to a 26 pay period system, the City and the Union will bargain the implementation of the change.

This AGREEMENT is hereby executed this _____ day of October, 2007.

FOR THE CITY:

FOR THE UNION:

BY: _____
Mark Adcock
City of Canby Administrator

BY: _____
Dan Mickelsen
Bargaining Team Member

BY: _____
Melody Thompson
City of Canby Mayor

BY: _____
Joyce Peters
Bargaining Team Member

BY: _____
Dave Connor
Bargaining Team Member

BY: _____
Debra Kidney
Council Representative
Oregon AFSCME Council 75

AFSCME Salary Schedule - ATTACHMENT A

Effective July 1, 2007

Includes 2.6% COLA

	5% between steps					3% between steps	
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Office Specialist I	2392	2512	2637	2769	2907	2995	3085
Library Coordinator Tech Ref Librarian							
Office Specialist II	2525	2651	2784	2923	3069	3161	3256
Mechanic Tech I Parks Maint Worker Swim Instructor							
Utility Maintenance I	2605	2735	2872	3016	3166	3261	3359
Utility Maintenance II	2805	2945	3093	3247	3409	3512	3617
Code Enforcement	2873	3017	3167	3326	3492	3597	3705
Planning Tech	2943	3090	3245	3407	3577	3685	3795
Utility Maintenance III	3046	3198	3358	3526	3702	3814	3928
Operator I	3141	3298	3463	3636	3818	3932	4050
Office Specialist III	3200	3360	3528	3704	3890	4006	4126
User Service Tech.	3238	3400	3570	3748	3936	4054	4176
Parks Lead	3298	3463	3636	3818	4009	4129	4253
Mechanic	3310	3476	3649	3832	4023	4144	4268
Swim Operator	3419	3590	3769	3958	4156	4280	4409
Operator II	3448	3620	3801	3991	4191	4317	4446
Lead Mechanic Public Works Lead	3620	3801	3991	4191	4400	4532	4668
Office Specialist IV	3745	3932	4129	4335	4552	4689	4829
Operator III	3775	3964	4162	4370	4589	4726	4868
Associate Planner Project Planner	3810	4001	4201	4411	4631	4770	4913
Operator Lead	3889	4083	4288	4502	4727	4869	5015
Building Official	4447	4669	4903	5148	5405	5568	5735
WWTP Asst Supervisor	4802	5042	5294	5559	5837	6012	6192



M E M O R A N D U M

TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *October 4, 2007*
THROUGH: *Mark C. Adcock, City Administrator*
RE: *Resolution 962*

Synopsis

The State of Oregon has requested a Council Resolution explaining the need for the Sequoia Parkway project and affirming the Council's commitment to this project.

Recommendation

Staff recommends that the Council approve Resolution 962.

Rationale

The Council and Agency have many times indicated their commitment to this project; Resolution 962 simply states this formally.

Background

The 2007 Legislature allocated \$21.43 million to OECDD's Infrastructure Funding Program rather than the Governor's recommended budget of \$100 million. As a result, OECDD has limited resources for these loans (Canby's request equals about 10% of the budget). OECDD has in the past experienced problems with cities (not Canby) requesting funds and not following through, therefore leaving funds unused. In an attempt to eliminate this problem, OECDD is asking cities to more formally declare the need for a project and their commitment to completing the project. This is accomplished by Resolution 962.

Attached

Resolution 962.

RESOLUTION NO. 962

A RESOLUTION AFFIRMING THE CITY'S INTENTION TO CONSTRUCT S. BERG PARKWAY AND S. SEQUOIA PARKWAY STAGES 5 AND 6 INCLUDING RELATED IMPROVEMENTS TO S. TOWNSHIP ROAD.

WHEREAS, American Steel LLC has begun construction of a 190,000 s.f. manufacturing facility on S. Township Road in Canby, which will bring added tax value and over 100 jobs to the Canby Pioneer Industrial Park; and

WHEREAS, the American Steel facility cannot be occupied unless roadway and utility improvements are extended approximately 1,900 lineal feet south from the current location; and

WHEREAS, American Steel intends to open by June 2008 and the City and Urban Renewal District are committed to completing the roadway before then, which will require beginning construction in approximately March and completing in June; and

WHEREAS, the S. Berg Parkway project must be completed expeditiously in order to secure matching funding from the Oregon Department of Transportation; and

WHEREAS, the City's only planned loan source for these projects is the State of Oregon's Special Public Works Fund Loan;

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

The City Council affirms its commitment to finalizing a Special Public Works Fund loan in an amount of \$2,720,000 and constructing S. Berg Parkway and S. Sequoia Parkway Stages 5 and 6, including related improvements to S. Township Road by June 2008.

ADOPTED this 17th day of October, 2007, by the Canby City Council.

Melody Thompson – Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder, Pro-Tem



M E M O R A N D U M

TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *October 16, 2007*
THROUGH: *Mark C. Adcock, City Administrator*
RE: *Cost increase on N. Baker storm drainage project*

Synopsis

Canby Excavating completed a storm drainage connection project on N. Baker Drive recently. The City Council approved this work as a change order to an existing contract with Canby Excavating for S. Berg Parkway. The total project estimate prior to construction was \$20,210.99, however there were several unknowns. Construction needed to proceed immediately due to the nature of the work, so unit costs were used to allow for cost increases if necessary.

The project has been completed and the final cost was \$38,488.20, almost double the original estimate. There are three main reasons for this increase, as documented below.

Recommendation

Staff recommends the City Council approve additional funding via the following motion: *I move the City Council approve an additional \$18,277.21 in funding for the N. Baker storm sewer extension project.*

Rationale

Three main issues led to this cost increase:

1. Canby Excavating was prevented from starting construction per their original planned schedule due to a discussion between the City and Canby Utility over the ownership of the N. Baker storm drainage line. Once this discussion was resolved, Canby Excavating experienced increased costs related to mobilization and repeating certain work. Total increase this item: \$5,167.69.
2. City records were inexact related to existing old lines in the ground. Actual locations required additional line length and a new manhole. Total increase this item: \$4,481.40.
3. The existing thin asphalt base did not withstand the trenching well, and needed significantly more repair than originally hoped. Total increase this item: \$8,667.12.

A minor cost adjustment reduced the total increase to \$18,277.21. Staff believes all of these items were unavoidable, particularly considering the rapid schedule of this project, and recommended implementation of these items during construction. Funds are available in the appropriate capital construction line items to handle the increase.

If you have any questions, please contact me. Thank you.