

AGENDA

CANBY CITY COUNCIL REGULAR MEETING

August 18, 2010

7:30 PM

Council Chambers

155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels

Councilor Richard Ares

Councilor Robert Bitter

Councilor John Henri

Councilor Brian Hodson

Councilor Jason Padden

CITY COUNCIL REGULAR MEETING

1. **CALL TO ORDER (City Hall - 6:30 PM – The Council will immediately go into Executive Session with the Regular Session following at 7:30 PM in the Council Chambers)**
2. **EXECUTIVE SESSION:** ORS 192.660(2)(h) Pending Litigation
3. **OPENING CEREMONIES (Council Chambers 7:30 PM)**
 - A. Pledge of Allegiance and Moment of Silence
4. **COMMUNICATIONS**
5. **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.)
6. **MAYOR'S BUSINESS**
7. **COUNCILOR COMMENTS & LIAISON REPORTS**
8. **CONSENT AGENDA**

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

 - A. Approval of Minutes of the August 4, 2010 City Council Regular Meeting
9. **RESOLUTIONS & ORDINANCES**
 - A. Res. 1069, Supporting the City of Canby Community Covenant Pg. 1
 - B. Ord. 1334, Authorizing a Contract with Julie Wehling of JWL Consulting, LLC for Professional Services for Management of Canby Area Transit Pg. 4

10. NEW BUSINESS

11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

12. CITIZEN INPUT

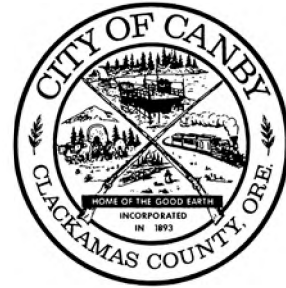
13. ACTION REVIEW

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

15. 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.

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *Kim Scheafer, CMC, City Recorder*
DATE: *August 9, 2010*
THROUGH: *Greg Ellis, City Administrator*

Issue: Canby Community Covenant

Synopsis: The City of Canby along with the Canby Area Chamber of Commerce, will be hosting a Community Covenant signing ceremony on August 20 at noon on the main lawn stage of the Clackamas County Event Center. The attached resolution formally recognizes the City's support for this covenant.

Recommendation: Staff recommends Council adopt Resolution 1069.

Recommended motion: *"I move to adopt Resolution 1069, a resolution supporting the City of Canby Community Covenant."*

Attached: Resolution 1069

RESOLUTION NO. 1069

A RESOLUTION SUPPORTING THE CITY OF CANBY COMMUNITY COVENANT

WHEREAS, the Community Covenant is a form of affirmation of support to Service Members and their families; and

WHEREAS, the Community Covenant illustrates that the community is committed to building partnerships that support the strength, resilience, and readiness of Service Members and their families; and

WHEREAS, by signing the Community Covenant, the City Council recognizes the commitment that Service Members and their families make every day; that the strength of the Service Members comes from the strength of their families; that the strength of families is supported by the community; and that the strength of the community comes from the support of employers, educators, civic and business leaders and citizens; and

WHEREAS, it is with great pride that we honor the men and women of the United States Armed Forces who have stepped forward in all circumstances throughout American History so that we can live in freedom; and

WHEREAS, the City Council recognizes and honors the commitment our Service Members and their families are making every day for our community, State, and Country; and

WHEREAS, the City Council is dedicated to building partnerships that support the strength, resilience and readiness of Service Members and their families; and

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. The City Council of the City of Canby hereby authorizes the participation in the signing of a Community Covenant in partnership with other officials on August 20, 2010.

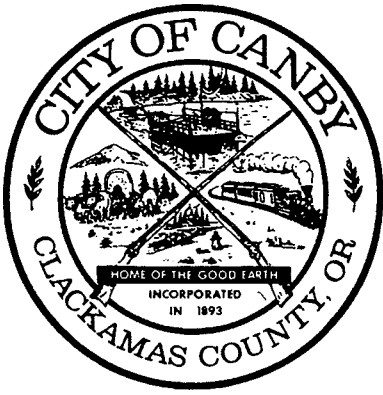
This resolution shall take effect on August 18, 2010.

ADOPTED by the Canby City Council at a regular meeting thereof on August 18, 2010.

Melody Thompson
Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder



City of Canby

Office of the City Attorney

July 29, 2010

Memo to: Mayor/City Council

From: John H. Kelley, City Attorney 

Re: Transit Director Personal Services Agreement

Attached is Ordinance No. 1334. It proposes that the City enter into a personal services agreement with Julie Wehling of JWL Consulting, LLC., to provide management services for the Canby Transit System for the year 2010-2011.

As you know, Cynthia Thompson has given notice that she is resigning from the position of Director of the Canby Transit System effective September 15, 2010.

Pursuant to the City's Public Contracting rules, Amanda sent out an RFQ to 5 different persons/firms that are known to contract for management services for Transit Districts. Of those 5, only two responded. Julie Wehling JWL Consulting, LLC, with a proposal for \$84,000 per year and Christian Watchie of Transwatch in Eugene with a proposal for \$130,000 per year.

Julie Wehling has been doing most, if not all of the work here for Cynthia this past year as a subcontractor, so we are all very familiar with her work, not to mention the fact that she is \$46,000 less than the other quote.

Staff, therefore, recommends that the Council approve Ordinance No. 1334 authorizing the Mayor and City Administrator to enter into the proposed contract which is identified as Exhibit "A" to the Ordinance. (In case you want to review that contract, I will get it to you as soon as we finish up with a couple of issues yet to resolve)

Call me if you have any questions about this process after reviewing the material.

ORDINANCE NO. 1334

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH JULIE WEHLING OF JWL CONSULTING, LLC FOR PROFESSIONAL SERVICES FOR MANAGEMENT OF CANBY AREA TRANSIT SERVICE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby currently has need of management services for Canby Area Transit to prepare and submit grants, monitor existing grants, assist with budget analysis and development, assist with future planning, and other such activities; and

WHEREAS, in accordance with ORS Chapter 279 and the City of Canby's Public Contracting Rules, the HR Director heretofore solicited Requests for Quotations (RFQ) from at least three interested parties, including Julie Wehling of JWL Consulting, LLC; and

WHEREAS, the City wishes to employ Julie Wehling of JWL Consulting, LLC, as an independent contractor under a personal services contract for the purpose of carrying out these activities; and

WHEREAS, Julie Wehling of JWL Consulting, LLC has proposed a personal services contract which is acceptable to the City; 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 Julie Wehling of JWL Consulting, LLC, the copy of said contract is attached hereto 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 the new Director of the Transit Service in Canby assume her position 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, August 18, 2010, 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, September 1, 2010, commencing at the hour of 7:30 PM in the Canby High School Omni Room located at 721 SW 4th Avenue in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st day of September 2010, by the following vote:

YEAS_____

NAYS_____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

PROFESSIONAL SERVICES AGREEMENT

Consulting Services for Canby Area Transit (CAT) Management Services

THIS Agreement is made and entered into as of the date first indicated on the signature page, by and between the **City of Canby**, Canby, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and **JWL Consulting, LLC**, hereinafter called "Consultant."

WHEREAS, the Consultant specializes in providing transportation and transit management, supervision, planning, and grant applications, and

WHEREAS, City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Consultant, and

WHEREAS, City has determined that Consultant is qualified and capable of performing the professional services as City does hereinafter require, under the terms and conditions set forth hereafter:

THEREFORE, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

Consultant shall initiate services upon receipt of City's Notice to Proceed, together with an executed copy of this Agreement. Consultant agrees to complete work that is detailed in Exhibit A – Scope of Work and by this reference made a part hereof.

Consultant shall have the full authority to act as Director of the Transit Department on behalf of the City in connection with this contract and to manage the Department, including, but not limited to, exercising supervisory control over the performance of duties of employees assigned to the Department, and the parties agree that the Consultant shall assign **Julie Wehling**, to perform the duties of Director of Transportation. In exercising such supervisory control, the Consultant shall do so in consultation with the City's Human Resource Director in the areas of discipline and of administration of the City's collective bargaining agreement. Consultant shall have the authority to make contract purchases in the amounts and of the kind authorized at the level of Director and in accord with the applicable state and local public contracting rules and as budgeted annually by the City for the Department. Consultant has successfully provided to the City with its sub consultant team, as identified below past services of grant application and administration of received grants and federal compliance. To the extent additional costs would be incurred for subcontracting for grant application and administration and/or federal compliance by Consultant beyond that set forth in Exhibit A to this Agreement, Consultant shall seek a separate contract and approval by the City.

ARTICLE 2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective from the date of execution by both parties. Work under this Agreement for the initial term shall be completed before the expiration of the initial term of this Agreement.

The services required by this Agreement shall commence on September 16, 2010 with an initial contract term of nine (9) and ½ months, running from September 16, 2010 to June 30, 2011, with an option of additional one-year extensions beginning July 1, 2011 to June 30, 2012, The one-year extensions will be based on an updated scope of work and an agreed upon rate by the City and Consultant. The terms referenced herein

are intended to be limited in time and revised by the City at the end of each term for City's satisfaction of performance by Consultant as a condition precedent to any option extension.

ARTICLE 3. COMPENSATION

City agrees to pay Consultant, on an a monthly negotiated rate of Seven Thousand Dollars (\$7,000), per month for the initial contract term through June 30, 2011 for performance of those services described in Exhibit A–Scope of Work of this Agreement. Said payment shall cover all costs associated with the performance of services as described in Exhibit A. Payment will be based on Consultant's invoice to be submitted at the beginning of each contract year, subject to the approval of City Administrator for the City, listed herein, and not more frequently than twice a month with bi-monthly checks for \$3,500 on the 15th and 30th/31st of the month.

In the event that additional work is required over the contract payment cap stated above, it may be negotiated individually at Consultant's hourly rate of \$100/hour, or at a negotiated project rate.

ARTICLE 4. CONTACT INFORMATION

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Project Manager for City:	Project Manager for Consultant:
City of Canby	Company: JWL Consulting, LLC
Attn: City Administrator	Attn: Julie Wehling
Address: PO Box 930 Canby, OR 97013	Address: 14138 S. Caufield Road Oregon City, OR 97045
Phone: (503) 266-4021	Phone: (503) 890-6260
Fax: (503) 266-7961	Fax:
Email Address:	Email Address: Julie@transitmanagers.com

ARTICLE 5. CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments, insurance, taxes and or other expenses associated with the performance of the Consultant's duties required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.

Consultant acknowledges that for all purposes related to this Agreement, Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

Consultant and the City have reviewed and considered the principal test and secondary factors below and agree that Consultant is an independent contractor and not an employee of the City. Consultant is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes as

set forth herein Consultant is not entitled to any employee benefits. The City agrees that Consultant shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The Consultant rather than the City has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, the City may exercise over the details of the work is slight rather than substantial; (b) Consultant is engaged in a distinct occupation or business; (c) Transit systems of local governments often contract with specialists such as Consultant to provide the service to be done by Consultant as specialist without direct supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The Consultant rather than the City supplies key instrumentalities and sub-consultants (f) The length of time for which Consultant is engaged is of limited duration rather than indefinite; (g) The method of payment of Consultant is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of municipal governments in the region and state; (i) Consultant and the City believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the City conducts public business. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that Consultant is an independent contractor. By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the Consultant engaged under this Agreement is in fact an independent contractor.

ARTICLE 6. INDEMNIFICATION

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant's work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws.

Consultant and City agree to indemnify and defend the other, and the other's officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) incurred by the party being indemnified resulting from the indemnifying party's acts (or failure to act when action is appropriate) that may be asserted by any person or entity which in any way arise from or relate to this Agreement or the performance of obligations under this agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

ARTICLE 7. INSURANCE

Consultant shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder.

The policy or policies of insurance maintained by the Consultant shall provide at least the following limits and coverage:

a. **Commercial General Liability Insurance**

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Each Occurrence	1,000,000
Fire Damage (any one fire)	50,000
Medical Expense (any one person)	5,000

b. Workers' Compensation Insurance

The Consultant and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. **Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.** This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

c. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

d. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be affected until the required certificates have been received and approved by the City.

ARTICLE 8. TERMINATION

The parties agree that this contract may be terminated by written mutual agreement of both parties, or by one of the parties to the agreement with at least ninety (90) days written notice to the other party prior to the date termination would take effect, or immediately, upon breach of the contract by either party. There shall be no penalty for early termination. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered prorated to the date of termination.

ARTICLE 9. AGREEMENT MODIFICATIONS

Modifications to this Agreement are valid only if made in writing and signed by all parties.

ARTICLE 10. SUBCONTRACTING

No portion of the Agreement may be subcontracted to any other individual, firm, or entity without the express and prior approval of the City.

No portion of the Agreement may be subcontracted to any other individual, firm, or entity without the express and prior approval of the City. Consultant will contact the City Administrator via email for approval of any work to be subcontracted to any other individual or firm.

ARTICLE 11. NON-ASSIGNMENT

No portion of nor any interest in this Agreement may be assigned to a third party without the express and prior approval of the City.

ARTICLE 12. OWNERSHIP OF WORK PRODUCT

City shall be entitled to ownership and possession of any and all work products, at no additional cost during the products useful lifetime and which are located at City workplaces, of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement. Provided, however, that the City does not intend to own or claim ownership to any underlying intellectual property or source code developed by Consultant and for which Consultant intends to otherwise use in Consultants products, licensing or sales to others.

ARTICLE 13. GOVERNING LAW

Consultant shall comply with all applicable federal, state and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. **Consultant shall obtain a local Canby business license.** The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in a contract of this type are incorporated into this Agreement as though fully set forth herein. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

ARTICLE 14. COMPLETE AGREEMENT

This Agreement and attached exhibit constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

ARTICLE 15. SURVIVAL

The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date herein below first written.

CITY OF CANBY

CONSULTANT

By: City Administrator

By: Authorized Agent of Consultant

Printed Name

Printed Name

Date

Date

***City of Canby
Canby Area Transit***

Scope of Work

July 1, 2010 – June 30, 2011

Contractor agrees to provide the following products and services to the City of Canby, Canby Area Transit and report to the City Administrator or his/her designee.

Deliverables

General management of Canby Area Transit (the City's Transit Department); which includes availability by phone during CAT service hours and a management presence in the CAT offices a minimum of eighty (80) hours per month. Contractor will attend required staff meetings, City Council meetings, City Department Director meetings, Transit Advisory Committee meetings, and other meetings specified by the City Administrator.

Operational Management

- Supervision of Transit Department personnel
- Operational contractor and contract oversight – currently Oregon Housing and Associated Services (OHAS)
- General oversight of system operation
- Preparation and submission of bi-monthly Transit Department reports
- Monitor all aspects of service provision
- Make service provision recommendations
- Oversee service adjustments as needed

Service Design and Delivery

- Oversee service delivery, schedules, and route design
- Direct service changes recommended/proposed by the Transit Master Plan
- Manage revisions of schedules, brochures, website and collateral materials as necessary
- Oversee CAT participation in community events

Financial Management

Management of the Transit Fund includes drafting and maintaining the annual budget, application and administration of multiple grants, and monitoring grant compliance.

Budget

- Monitor and administer approved budget
- Draft and submit annual budget recommendation
- Present budget recommendation to staff and budget committee as required

Grants

Draft and submit annual or periodic grant applications and prepare and submit required reports and/or billings for the following regular grant opportunities:

- Rural and Small Urban Areas (FTA Section 5311)
- Federal Capital Funding – earmark (FTA Section 5309)
- Job Access & Reverse Commute (FTA Section 5316)
- New Freedom (FTA Section 5317)
- Elderly and Disabled Specialized Transit Program (FTA Section 5310)
- American Recovery and Reinvestment Act (ARRA)
- Special Transportation Fund (State of Oregon STF)
- STO and JTA (new funding sources)
- Other opportunities as they present themselves

Research and review additional grant or fund development opportunities. Contact appropriate representatives for the various grant funds and take appropriate steps to ensure Canby is well represented in the funding process for each grant. Attend necessary funding review committee meetings and other pertinent meetings of the following organizations: PTAC, OTA, OTC, TMAC, JPACT, and TPAC.

BETC

Prepare annual pre-project documents for Department of Energy Business Energy Tax Credit (BETC) program prior to deadline (July 1 each year) and oversee project. Prepare post-project documents and arrange audit for previous project as soon as project ends (June 30 each year). Take steps to secure BETC pass through partner. Work closely with Department of Energy staff to assure all steps of the process have been accomplished, project documentation is complete and pass-through-partner identified.

Contract Management

- Review grant contracts, identify compliance requirements and make necessary recommendations. Communicate requirements to other city departments as necessary.
- Assure that required reports and/or billings such as the following are submitted:
 - Annually:
 - Reports for all Grants funded with 5310, 5311, 5316, & 5317
 - MIS Report, NTD Report, TEAM Report, Certifications & Assurances, TriMet's STF report and others upon request
 - Quarterly: – Reports for all Grants funded with 5310, 5311, 5316, & 5317
 - Monthly: – STF Grant Report
 - Weekly: – ARRA
- Lead negotiations for Transit grant contracts and service contracts under the direction of the City Administrator and the City Attorney
- Assist with the preparation of a Request for Proposal (RFP) for the provision of CAT's transportation services to begin no later than in July 1, 2011
- Manage and/or assist with following grant funded projects:
 - Transit Center Revision
 - Bus Stop Signs (design, purchase and installation)

- Transit computer system revision (hardware and software)
- Purchase vehicles (JTA grant funds)
- Purchase and install security cameras for Transit Center
- Purchase and install additional security cameras for vehicles

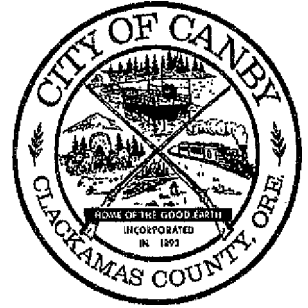
Community Relations/Marketing

- Attend and participate in City Council, Departmental, Planning or other meetings as necessary to maintain internal communication
- Attend and participate in community gatherings and events to promote CAT and CAT services
- Maintain peer contact with community transit partners, local, regional, and state transportation agencies and other appropriate organizations.

Transit Advisory Committee (TAC)

- Facilitate Quarterly Transit Advisory Committee Meetings
- Prepare agenda's and respond to committee requests
- Ongoing communication with TAC members

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *Lt. Jorge Tro*
THROUGH: *Greg Ellis, City Administrator*
DATE: *August 10, 2010*

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Steve Engels

Issue: Purchase of two (2) 2011 Chevrolet Tahoe Police vehicles.

Synopsis: Scheduled replacement of one patrol vehicle and one detective vehicle.

Recommendation: Staff recommends that the City Council approve Ordinance #1335 allowing the Mayor and City Administrator to execute the appropriate lease/purchase contract with Ford Municipal Finance Program (Bid #66643) to purchase the two police vehicles through Hubbard Chevrolet.

Rationale: The purchase of these vehicles is a continuation of our vehicle replacement plan. Both of these vehicles are replacing existing older police units. The 4WD Tahoe will be a marked unit assigned to our patrol division and the 2WD Tahoe will be used by our detective division.

Background: Our Fleet Services Supervisor, Joe Witt, obtained the state bid quote of \$58,596.91 (State Contract #0443) from Hubbard Chevrolet for both vehicles as listed in the attached ordinance. The necessary police equipment, paint, graphics and outfitting by Auto Additions will be added to the purchase price for a grand total of \$70,390.75 for both vehicles. This cost is financed through the Ford Municipal Finance Program over a four-year period and will be funded from the Fleet Services and Police Vehicle Leasing line items as approved in the 2010/2011 adopted budget.

Chief Bret Smith and I recommend the approval of the attached City Ordinance #1335 as prepared by the City Attorney.

ORDINANCE NO. 1335

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HUBBARD CHEVROLET OF HUBBARD, OREGON AND FORD MOTOR CREDIT CORPORATION FOR THE LEASE/PURCHASE OF TWO (2) 2011 CHEVROLET TAHOE VEHICLES WITH POLICE EQUIPMENT PACKAGES FOR THE CANBY POLICE DEPARTMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to lease/purchase two (2) 2011 Chevrolet Tahoe vehicles with police equipment packages for the Canby Police Department; and

WHEREAS, the cost of the vehicles and equipment will be paid by the Canby Police Department which has budgeted said lease/purchase for the fiscal years 2010-2011 through 2014-2015; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit A, Section 5 G (18), the City wishes to utilize an existing solicitation from another governmental agency; and

WHEREAS, the State of Oregon awarded Hubbard Chevrolet of Hubbard, Oregon, a contract to supply Chevrolet vehicles to the State and other public agencies in accordance with Contract #0433; and

WHEREAS, Hubbard Chevrolet is able to provide two (2) 2011 Chevrolet Tahoe vehicles to the City of Canby's Police Department for the total sum of \$70,390.76 including police equipment packages; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposed sales price, reviewed the staff report and believes it to be in the best interest of the City to purchase these vehicles from Hubbard Chevrolet; and

WHEREAS, in order to fund the purchase of these vehicles, the City wishes to enter into a lease/purchase agreement with Ford Motor Credit Company under its Municipal Finance Program (Bid # 66643); 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 Hubbard Chevrolet of Hubbard, Oregon for the purchase of two (2) 2011 Chevrolet Tahoe vehicles in the amount of \$58,596.91, together with police equipment packages for the quoted amount of \$11,793.84 for a total of \$70,390.75.

Section 2. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate Municipal Lease Purchase Contract (Bid #66643) with Ford Motor Credit Company to finance the purchase of the vehicles.

Section 3. 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 these vehicles 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 August 18, 2010, 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 September 1, 2010, commencing at the hour of 7:30 P.M. in the Canby High School Omni Room located at 721 SW 4th Avenue.

Kimberly Scheafer, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st day of September, 2010, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder

Management Team Meeting Minutes

August 2, 2010

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, John Kelley, Julie Wehling, Bryan Brown, Toni Tracy, Amanda Klock, Eric Laitinen, Catherine Comer, Penny Hummel, and Kim Scheafer.

Kim Scheafer

- Melissa York will be out of the office through August 6
- Effective August 16, Lisa Potter will be working in the Finance Department
- Part-time Administration opening closes on August 13

Toni Tracy

- National Night Out is on Wednesday from 6-9 p.m. at Wait Park
- Body was found on Logging Road of man who died from what looks like natural causes. Family in Mexico has been contacted.

Amanda Klock

- CIS is offering free on-line training courses - will send out more information to staff when available
- Received inquiry from middle school councilor regarding programs in which TAG students could participate

Julie Wehling

- Concerned that Transit Center construction may take place during fair week
- John Kelley and Greg Ellis will contact Curt McLeod regarding construction calendar
- Changes to CAT schedule during fair week will be published in *Herald*

Bryan Brown

- Made decision on lot line adjustment - one more will be coming forward
- Joyce Peters has completed her temporary work in the Building Department
- Planning Commission will be holding a public hearing regarding sign code amendments
- Matilda Deas is working on phase two of the TIGER grant application

Eric Laitinen

- Beth Saul completed Logging Road Trail and Skate Park history summaries

Catherine Comer

- Preliminary geo-tech report looks clean for proposed police facility property
- Mountain Glass building is for sale

Penny Hummel

- Summer reading program is going well
- Finishing up grant for full-time bilingual librarian

Greg Ellis

- Nothing But Net Basketball Tournament and Fill-The-Boot went well on Saturday

Minutes taken by Kim Scheafer

Management Team Meeting Minutes

August 9, 2010

2:00 PM

City Hall Conference Room

In attendance: Greg Ellis, John Kelley, Julie Wehling, Bryan Brown, Bret Smith, Amanda Klock, Eric Laitinen, Sue Engels, Penny Hummel, and Kim Scheafer.

Kim Scheafer

- Reviewed CC Agenda for August 18

Sue Engels

- Finance Manual training at August 16 meeting
- Itemized receipts need to be turned in for business lunches with a guest
- Reimbursement for business lunches without a guest are taxable

Bret Smith

- Golf ball drop raised \$1,300
- Working on filling last police officer vacancy

Amanda Klock

- Spoke about new EAP program which is available to employees working 20 or more hours per week
- EAP provider will do on-site training
- Handed out HRA VEBA flyer
- Police Association members are looking at starting a VEBA

Greg Ellis

- City Engineer spoke with contractor regarding Knights Bridge Road delays
- Many questions are coming in regarding TSP
- YMCA purchased Canby Grove

Eric Laitinen

- Spoke about different swimming facilities and how they are operated
- Have switched from gas chlorine to pellets

Bryan Brown

- Spoke about two code enforcement issues
- County asked for list of City projects that support County's vision

Julie Wehling

- Transit Center will remain open during fair
- Green line will be diverted on August 17th for Kiddie Kapers Parade
- Would be helpful to know about street closures prior to them being approved

Penny Hummel

- Moving forward with recruitments
- Energy Trust of Oregon has provided appliance testing kits that are available for check out

Minutes taken by Kim Scheafer