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**MINUTES LYONS CITY COUNCIL MEETING
October 27, 2009**

OPEN MEETING 6:00 P.M.

The Lyons City Council Meeting was called to order by Mayor Mike Lucas. Present were City Councilors, Pat Bowe, Jeff Branch, Lon Conner and Dan Burroughs. City Staff in attendance were City Manager Mary Mitchell and Assistant City Manager Audrey McNerney.

GUESTS – Mike Wagner, Steve Baldwin, Newell Robison, Doug Middlestetter, Mia Mohr, Dave DeLapp, Brenda Harris and Clastine Ritchie.

Mayor Lucas read a definition of “conflict of interest” and asked if any of the Councilors had a conflict of interest with the items on the agenda. There being none, the meeting continued.

Mia Mohr – Grant Partnership Request.

Mia Mohr introduced herself and informed Council that she was with the North Santiam Economic Development Corporation (NSCEDC). She stated that she was before Council to make a partnership request on behalf of NSCEDC and one of their key projects, the GROW North Santiam Program (GROW) which has successfully completed its first year of operation. GROW has served over 100 clients and has created 15 full time jobs and 31 part-time/contract jobs. They would like to continue with this successful program and are seeking funding from various sources. One of the sources for funding suggested by the Oregon Economic and Community Development Department is the Community Development Block Grant (CDBG) program. Funds from this program are allocated statewide to fund microenterprise projects. In order to continue the positive economic impact through the support and growth of local businesses, the NSCEDC is prepared to apply for a one-year grant in the amount of \$85,000 to cover the costs of the GROW program and microenterprise assistance services. The problem that they are facing is that NSCEDC is a non-profit corporation and non-profit corporations are unable to apply for these funds and must be sponsored by a local governmental entity. It was recommended that they pursue a partnership with one of the cities in the canyon who would be the lead applicant for the grant and NSCEDC would be the sub-grant recipient since they would be providing the service. They would be operating the entire program exactly as they have previously been. They would be responsible for the grant application and, upon approval, would provide all grant administration services. There would not be a great deal of administration required from the City. A sub-grant recipient agreement

between the city and the NSCEDC would formally address roles and responsibilities. NSCEDC has administered several grants in the past and are very familiar with the necessary paperwork. Ms. Mohr stated that she had written and administered CDBG grants when she worked with the Council of Governments and has many years of experience in that field. The only requirement of the City is that the City will have to publish notice and hold a public hearing prior to December 31, 2009 to obtain public comment on the City's intention to apply for the grant. The City will also be required to provide an affidavit of publication. The cost of the affidavit can be paid for by the NSCEDC. The City will be responsible to sign completed disbursement requests, receive disbursement payments from the state and transmit payments to the NSCEDC. All close-out reports will be completed by the NSCEDC. She stated that on behalf of the NSCEDC board of directors she would like to thank Council for their consideration of their request and for Council's continued support of local economic development efforts.

Lucas asked for the dates of the grant. Mohr responded that would be issued either in February or March of 2010 and would run for a period of one year from its issuance. She said that the Grant is due December 31, 2009 and that it would be necessary to hold the public hearing prior to that date since that is part of the grant application.

Bowe asked what cities would be involved in the program. Mohr stated that the services they would provide would be available to residents from Aumsville, Stayton, Sublimity, Lyons, Mehama, Mill City, Gates, Detroit and Idanha. Only one city is the lead applicant but she would need to have resolutions of support from every city council to enable GROW to provide services in their jurisdiction.

Conner asked if they had an estimate of how many jobs they project to create over the next year. Mohr stated that it was difficult to determine. It would depend on the economy and several other factors but she is hopeful that they would do at least as well as they have this past year.

Lucas asked if she could give an example of at least one job created here in Lyons. Mohr said that they have confidentially agreements with some of their clients. Some have said that it was okay to share the information publicly and others have requested that they observe confidentiality. However, one that she was confident could be discussed is Trexler Farms. She offered to provide additional information after she had reviewed her files.

Lucas referred to the statement in a letter submitted to Council stating that "Lyons is at the center of our GROW Program operations" and asked if that reference was to the geographical location of Lyons. She stated that it was and commented that most of their GROW resource meetings are held in the Lyons area because Lyons is the mid point between Idanha and Aumsville.

Lucas asked Mitchell how entering into this partnership will affect City staff. Mitchell responded that based upon the information provided she felt that City's investment, including staff time, would probably be less than \$100.

After discussion Bowe made a motion that the City of Lyons be the lead applicant for a Microenterprise Assistance Community Development Block Grant and that as part of the application package the City enter into a sub-grant recipient agreement between the City of Lyons and the NSCEDC which will formally address roles and responsibilities in connection with the administration of the Grant. Conner seconded the motion. Voice vote. Motion carries.

Jim Clough – North Santiam Chamber of Commerce Request for Funding.

Mayor Lucas asked if Mr. Clough, who had requested that he attend the Council meeting when this request is discussed, was in the audience. He was not and Mayor Lucas stated that the matter of the request by the North Santiam Chamber of Commerce for funding in the amount of \$1000 would be tabled until such time as Mr. Clough is present to answer any questions Council may have in connection with the request.

Doug Middlestetter – North Santiam School District Construction Excise Tax.

Mr. Middlestetter, the business manager for the North Santiam School District, introduced himself and Mike Wagner, a member of the North Santiam School District Board. He stated that the reason he had come before Council was to re-explain the Construction Excise Tax since there had been several changes in HB 2014 since the last time it was presented to Council. These changes went into effect in September of 2009. The State has implemented a program whereby if someone comes into the community with new construction or if additional living space is added to an existing structure which may result in more children going to school, the state would have an agreement with the City to collect the sum of \$1 per square foot for Residential Tax on new construction or \$0.50 per square foot for Non-Residential construction at the time of the issuance of a building permit. The City will then forward that portion of the building permit fee to the School District to be used for capital improvements. He commented that the City had already received a copy of an approved form of Intergovernmental Agreement (IGA) and he is requesting that the City and the North Santiam School District 29J enter into an IGA whereby the City would collect an administration cost allowance of up to 4% for collecting and processing the tax proceeds. He wanted to point out that the logic in the imposition of this tax is that in the event a large development is built which results in having more children attending the school, the school might find that they are unprepared or unable to handle the influx. He referred to Mitchell's October 7, 2009 Memo which contains a calculation of the proposed \$1 per square foot tax as it would have applied to building permits issued in 2007 and 2008. Had the tax been imposed in 2007 it would have generated about \$20,000 for the School District. 2008 was a slow construction year and there would have been about \$6,000 generated. During that same period the North Santiam School District spent about \$1 Million to educate the children in the District. He went on to say that in each year they have spent approximately \$200,000 to support supplies, utilities and maintenance. This equates to about \$1,000 per student. In addition they have spent nearly \$300,000 for major repairs to the school. The district is spending more per student than the tax would have brought in during 2007 and 2008.

Lucas referred to an e-mail which Middlestetter had forwarded to Mitchell which stated "It should be noted that the collection of the tax would be due before a permit can be issued (as I understand the bill), but the only thing in question is who is going to collect the moneys." There was discussion regarding whether or not the money should be collected and disbursed by the county or by the City. Mitchell raised the question of how to handle the paperwork which would be involved in the event an exemption was requested. Middlestetter responded that one form is required which is fairly simple. When asked why it would take an additional 10 days to process an exemption request Middlestetter said that it should not require any additional time. Mitchell then referred to page 2 of the IGA which reflects that the School Districts Superintendent will respond to the City within ten (10) days and will indicate whether or not the

exemption should be granted. Middlestetter said that ultimately the superintendent is in charge of all of the financial matters in the district but it is usually handled by a telephone call to him (Middlestetter) and it is taken care of immediately.

Lucas requested that Middlestetter determine the answer to that question and commented that it was unlikely that a resolution would be reached at this meeting because there were a number of issues in the IGA that were questionable. He referred to page 3 of the IGA, item 11 entitled Amendment which states "Either Party may terminate this CET Collection IGA as set forth herein if the parties are unable to agree to mutually acceptable terms." Lucas said that this sounded like an "escape clause" and he was uncertain as to how that would work and what it would cause. Middlestetter said that that this Agreement is based upon statute but is an Agreement that Marion County originated. He advised that he had contacted Marion County and was advised that this paragraph made sense before the House Bill made the imposition of the tax mandatory. This paragraph could be stricken. Lucas then referred to Paragraph 15 on Page 4 of the IGA entitled Termination which states "Either Party may terminate this CET Collection IGA for any reason upon 90 days written notice to the other party." Middlestetter said that it probably fell into the same category and could be stricken as well. Lucas also commented that there were several references to "County" throughout the IGA that should be to "City."

Lucas then went on to say that the major question was whether the City would want Middlestetter to do further research on the possibility of the County doing the entire collection and administration of the fee. After discussion Mitchell stated that it would be to the City's advantage to handle the administration. She also stated that in her opinion a 1% administration fee would be acceptable.

Lucas requested that Middlestetter submit a corrected IGA for the City's signature. He went on to ask Middlestetter how he proposed to inform prospective building permit applicants to let them know that this is the State's way to raise revenue via the City and that the City is not responsible for its imposition. Mitchell stated that what she and Middlestetter had discussed was that a flyer would be placed in our office, have a question and answer document available and submit a press release to whomever it was felt would be the best sources for news. This could be stated in the IGA and a time line allowed before implementation so that notice could be given to the community. She also stated that when the corrected IGA is before the Council that Middlestetter should be available at the meeting to answer any questions that the public may have in connection with the implementation of this tax. Even though the implementation of the tax is not negotiable this would give the public the opportunity to ask questions of the appropriate parties. Middlestetter felt that this was a good idea and gives reason for the news release to announce that this will be discussed at the next meeting. At that point we will not be discussing the format of the IGA. When the appropriate changes have been made to the IGA an effective date which will allow sufficient time to notify the public can be reached and the matter can be heard at the next City Council meeting (Tuesday, November 24, 2009).

Lucas asked that Middlestetter take the message back to the superintendent that the City's purpose is not to be an obstructionist on this matter. Our concern is that the people in the community who may be planning to apply for building permits are aware that the City has done all that can be done on their behalf. Wagner stated that the School District is planning to have a new website up and running by November and this issue can be included. Wagner stated that he wanted Council to be aware that every person who works for the District has taken substantial pay cuts and that the District's budget has been cut by \$1.4 Million. _

Lucas thanked Middlestetter and Wagner for their input and they left the meeting.

CONSENT AGENDA.

Lucas asked if there were any questions or clarifications necessary in connection with the Minutes of the September 29, 2009 Council Meeting or the October 2009 Bills to Pay Report. Branch stated that under the heading "Consent Agenda" the Minutes state that *Lucas* made the motion to approve the Minutes of the August 27, 2009 City Council Meeting and the September Bills to Pay Report and that *Lucas* seconded the motion. McNerney said that she would check her notes and make the correction. Bowe made a motion to approve the Minutes of the September 29, 2009 City Council Meeting, as corrected, the October 2009 Bills to Pay Report and the proposed Correction to May 28, 2009 Minutes as set forth on the Memorandum dated 10/21/2009 attached hereto and made a part hereof by reference. Burroughs seconded the motion. Voice vote. Motion carries.

OLD BUSINESS

- **Traffic Calming on 13th Street.** Lucas stated that the estimate for the traffic tables was much lower than the actual bid. He said that Mitchell's research had shown that speed humps were less expensive and also are moveable. The lowest bid for the speed humps was from Techno-Link Corp. The only difference between the speed tables and the speed humps is that the speed tables slow traffic down to 25 MPH, the speed humps slow traffic to 20 MPH. They are only 2-1/2" tall and 36" wide. They are lower than the speed tables. Mr. DeLapp suggested looking at the speed bumps at the Creekside Development in Salem. He felt that they were the least intrusive he had seen. Lucas stated that he had seen the Creekside speed bumps and that the advantage to the ones being considered by the City is that they are relocatable. He went on to say that this is one of the concepts presented to the residents of 13th Street when the City was planning to purchase the speed tables and we are now planning to substitute something else that is comparable. They are reasonable, relocatable and made out of old tires. They will do the job that we want them to do at a reasonable price and if, for some reason, they are placed in the wrong location they can be relocated. Branch asked if there was a possibility of having the traffic controlled by the Sheriff's Department. There was discussion regarding the difficulties and reasoning behind the fact that the Sheriff's Department can only randomly patrol the area. There was additional discussion regarding the reasons for and the benefits of contracting with the Sheriff's Office for their services. Mitchell told Branch that she would provide him with the latest monthly activity report provided by the Linn County Sheriff's Office. Lucas asked whether the Council wanted to move forward with the purchase and installation of the safety rider speed humps from the low bidder Techno-Link Corp. Mitchell again stated that these would reduce the speed on 13th Street to 20 MPH. Branch asked where they would be located and Mitchell said that there were three places contemplated, divided equally along 13th Street. She commented that there would be nothing past Dogwood since that portion of the road is owned by the County. There was discussion as to whether or not to have the speed humps go from edge to edge of the asphalt. Mitchell stated that they were sold in increments so a sufficient number could be purchased to cover the asphalt edge to edge. After discussion Burroughs made a motion to purchase 3 sets of speed humps and anchoring from Techno-Link Corporation in sizes sufficient to cover the asphalt from edge to edge in three locations on 13th Street. Conner seconded the motion. Voice vote. Motion carries.

- **Concrete Bids for Library.** (New Library Door, Drop Box & Windows Information) Lucas referred to Mitchell's Memo which stated that at her request Kinzer had inspected all of the windows in the building and had reported that there is no leakage or seepage in or around any of the windows in the building. Her recommendation was that the City should hold off replacing the windows until such time as a need arises. Lucas commented that there were several expenses associated with the library which can be looked at all together. He went on to state that there were three bids for the proposed concrete work. The proposed concrete work is the installation of a 20 foot long 4 foot wide sidewalk going to the parking lot; a stand alone bike pad; a trash can slab, and curbing running from the corner of the street along the north side of the property where the railroad ties are presently located to the end of the property. The existing curbing is broken and in disrepair and needs to be removed. There was discussion regarding the need for the sidewalk to the parking area during inclement weather. He went on to state that the doors at the library had been maltreated and that Mitchell had researched the cost of replacing them. The cost of replacement was prohibitive. Mitchell said that Chris Lindeman (the contractor who replaced the counter tops at the library) had looked at the doors and had advised her that the doors are in really nice shape; that all that needs to be done is to have them repainted. Lucas then addressed the issue of a curbside return cart for the library books and commented that these are also very expensive. Lucas said that of all of the expenditures contemplated he felt that the cement work was the most practical thing to do now and to delay or further research the other issues. Harris said that since the City was going to hold off replacing the drop box it might give her some time to contact some of the other libraries to see if any of them are contemplating replacement and could give one to our library. Lucas stated that the other advantage of going forward with the installation of the sidewalk is that perhaps this fall or in the spring, since they will know exactly where the cement is, the Garden Club can do some of the things they volunteered to do or pay someone to do those things for them. Harris stated that the Garden Club was also contemplating paying for the installation of a bench similar to the one at the Fire Hall. Both Conner and Harris indicated that there were people waiting to volunteer their time to that project until they knew exactly where the cement (sidewalk) would be located. Branch indicated that the bids for the concrete work should be reviewed and a decision should be made as to who is going to do the work. Burroughs commented Powell Scales NW, Inc. had submitted the lowest bid. Branch asked if the City had put out a Request for Proposal setting forth the specifications of the job. Mitchell responded that each of the contractors had gone on site with a draft of the proposed plan and determined what needed to be done. There was discussion regarding the fact that Powell Scales had not set forth the specifications as to the amount of concrete needed, the length of the sidewalk and the curb or the amount of rock which will be required to complete the project. Mitchell said that Powell Scales had gone on site with the specifications that had been developed but what is before Council is all that is available. Since this bid is the lowest Bowe commented that the City needs to be sure that this contractor will provide what is necessary for the price bid. There was discussion regarding the specifications for labor and materials which differed on each bid. Mitchell then stated that she would like to do further research to be sure that the specifications are accurate. Lucas stated that it appeared that Council did not have sufficient information to make a decision at this time. Mitchell stated that she would get the necessary information for Council at the next meeting. She stated that Kinzer met on site with the various contractors to go over the various details but that she (Mitchell) was not present at those meetings. After discussion regarding the other expenditures contemplated it was the consensus of Council that Mitchell should get the front

door of the library painted. The other issues, the window replacement and the curbside return box, would be tabled until a later date.

- **Wave Broadband Request Letter.** Wave Broadband has requested extension of their Franchise Agreement but since their representatives are unable to be at this meeting they have requested that this matter be tabled until the next meeting.

NEW BUSINESS

- **JMS Engineering Contract Signing.** It has been determined that the City does not have a current written contract with JMS Engineering to act as the City's Engineer. Mr. Schuette has forwarded a standard written contract which formalizes the verbal agreement between JMS Engineering and the City. Mitchell stated that the only change which needed to be made was on page 1, paragraph entitled "Consideration." At the end of the second sentence in Section A. there should be a period inserted after the word contract and the words "which shall be subject to an annual review" stricken. The second sentence of Item A will then read "Charges will normally be based upon the hourly rates as set forth in 'Attachment A' to this contract. She commented that this issue is open to negotiation at any time should either the City or Mr. Schuette want to do so. This will avoid the City being locked into an automatic annual increase. Lucas asked if everything else in the contract merely formalized the agreement with JMS Engineering already in place. Mitchell responded in the affirmative and commented that the work done by JMS Engineering is performed only at the request of a duly authorized representative of the City. The rates set forth in the contract are those agreed upon between JMS Engineering and the City. Branch made a motion that the Engineering Contract submitted by JMS Engineering formalizing the relationship between JMS and the City be amended to strike the words "which shall be subject to an annual review" and signed by an authorized representative of the City. Bowe seconded he motion. Voice vote. Motion carries.
- **Implementation of New Website.** Lucas commented that newspapers are quickly going out of business and people are turning to websites and other sources for their news. He said that a member of his family had looked up the City's current website and had commented that it appeared to be out of date. He said that he felt that a current website would be beneficial to the City. He referred to Mitchell's memo regarding Web Design and stated that two proposals had been submitted. Mitchell read from her memo which informed Council that while Council had previously approved her request to attend Chemeketa College's Web Design program she realized, upon starting the class, that she needed significantly more computer language courses before she would be ready to enter Web Design. She said that she had decided to drop the class during the time frame allowed so that the City would incur no charges for the classes. Shortly after dropping the class she said that she had received an e-mail solicitation to design a website for the City. She contacted AZ Web who is located in California. They have a very nice portfolio on line and their price is reasonable. A copy of their proposal is attached to the memo. In the course of discussing this issue with Lucas, Lucas informed Mitchell that there was someone in Aumsville who designed Websites. Mitchell checked with the City of Aumsville and was referred to John McGinn of All Pro Webworks. McGinn came to City Hall to see what the City had in mind and he and Mitchell talked about personalizing and customizing a website for what the City would need. During their discussions he advised Mitchell that his business got off the ground because of the GROW program as had the gentleman who is now working on the City's computers. There are several local businesses starting up who are benefiting from the GROW program. Mitchell referred to the latest work order submitted by McGinn who had lowered the original cost estimate

by about \$1,000. The bottom line for the work order was \$2,820. Mitchell said that there were two work orders. One proposal contains a reference to a CMS System which allows easy update of text and images on the website using a browser. If that system is included the City could manage the site. If All Pro were to manage the site there is a charge of \$50 per month for a basic maintenance contract. The CMS system would pay for itself in a very short time. She said that the flash powered slide show and the program photo gallery could be eliminated. They could be added at a later date if the City so desires. The price would then be \$1,920. Mitchell said that she had applied for and received approval for a grant of \$1,000 through the Department of Land Conservation and Development which could be utilized towards paying for the creation of a website based on the fact that the City now has codified Ordinances which are not online. Mitchell said that she liked the idea that unlimited revisions come with the All Pro proposal. The AZ proposal contains only two revisions. Also the fact that All Pro is local and would be available to come into the office if needed is appealing. After discussion Conner made a motion to accept the proposal of All Pro Webworks to design a website for the City. Branch seconded the motion. Voice vote. Motion carries. Lucas commented that he was looking into a manner in which to disseminate information to the community. Lucas said that the website will enable the City to post such things as the calendar and the minutes. He went on to say that everyone drives by the City Hall. He has observed a state of the art reader board in Sublimity. McNerney advised Lucas that she had spoken with the representative of the company which had installed that reader board and he has agreed to provide a proposal to the City utilizing the specifications of the Sublimity reader board. He said that the cost of that reader board itself was \$8,000 to \$10,000. There had been a lot of volunteer work done in connection with the masonry, electrical and other installation costs on the Sublimity reader board. Lucas said that there was a place for a reader board in front of City Hall and that he felt that there could be many uses for it. Harris stated that the Friends of the Library had been discussing the need for a reader board and since the Library would not be a good location for a reader board they might be willing to contribute to one in front of City Hall. Baldwin stated that the subject of a reader board in front of Mari-Linn School was also being discussed. McNerney mentioned that the North Santiam School District might be looking into installing reader boards throughout the district. Lucas commented that this was something to think about as a method of getting information out to the community.

- **Kinzer – Hours Banking.** Lucas stated that because of the many special projects requiring Kinzer's expertise over the past few months Kinzer had worked in excess of the 24 hours per week which were authorized by Council. He referred to Mitchell's memo which explained that Kinzer is banking the extra hours worked over the 24 hours authorized to be used during slow time, illness or vacation for which he does not accrue benefits. Lucas commented that Kinzer has been cooperative in working when he is needed. The memo is for informational purposes to let Council know how the extra hours worked by Kinzer are being handled. Mitchell said that she didn't anticipate Kinzer banking any more hours at this time since most of the large projects have been completed.
- **Food for Fines.** Harris stated that the Library had been offering the public an opportunity to have their fines waived by donating a can/box of food for each \$1 waived for many years. Originally the sum of \$5 per person was waived but recently the amount has been increased to \$10 per person. This opportunity is offered to the public for a two week period from November 17th through November 28th, 2009 and patrons must visit the Lyons Public Library to take advantage of this offer. However, the fines can be those incurred from any CCRS library.

- **Drainage Correction Bids.** Council reviewed the bids submitted to fix the drainage problem created when the overlay on 13th Street was done. The Larsen Backhoe Service Inc. bid was the lowest. Mitchell stated that there were unexpended funds from the AARA grant which could be utilized to pay for the correction of this problem. She said that she was uncertain as to the exact amount so her preference would be to take out the catch basin and the work associated with that and hold off on the other until we determine exactly how much is left. There was discussion regarding the problem and how it was created. Mitchell stated that Knife River Construction did not adhere to the time schedule submitted and came in several days early to overlay the street and the City did not have sufficient time to do the preparation work that needed to be done. Bowe asked if Knife River could be held accountable for this. Burroughs stated that it was unlikely since the County had approved the schedule change. After discussion Branch made a motion to accept the bid from Larsen Backhoe Service Inc. do the entire job. Burroughs seconded the motion. Voice vote. Motion carries.
- **Assignment of Commissionerships to Councilors.** Lucas referred to Mitchell's memo which set forth suggested assignments, a copy of which is attached hereto and made a part hereof by reference. There were no objections to the suggested assignments.
- **Employee Handbook.** Mitchell stated that the Council had previously reviewed and approved pages 1 through 49 of the draft Employee Handbook. Page 50 referred to Military Services Leave and Re-Employment to which Councilors had no comment. Branch asked what the requirements were for drug testing which was referenced on page 52. He asked if a person had an accident at work would a drug test be required. Mitchell responded that it would. He then asked if a drug test would be a requirement for hiring. Mitchell responded that the only time this is discussed is if there is a suspicion that there may be a problem. She went on to state that this could be included. Branch said that he felt it was a good idea. Mitchell said that clause could be inserted. Branch then commented that he did not feel that it was necessary to have a drug test upon transfer or promotion to another position. Mitchell explained that she was following the template provided by the City's insurance carrier and changed what needed to be changed to incorporate the City's policies. She said that she will check with the insurance agent to determine exactly how it should be worded and she will include a paragraph which makes a drug test, at the City's expense, a condition of employment. After discussion Bowe made a motion to adopt the Employee Handbook including a provision making a drug test, at the City's expense, a condition of employment. Branch seconded the motion. Voice vote. Motion carries.
- **Councilor Availability for November Meeting.** At this time all Councilors and Mayor Lucas stated that they would be available for the November 24, 2009 meeting.

Baldwin asked if there was anything that the Council would like him to discuss at the next School Board Meeting. There was nothing at this time. Lucas asked him how he would like to report his observations to Council. Baldwin stated that he would come to the Council meeting to make his report.

There being no further business to come before the meeting the meeting adjourned at 8 PM.

Audrey McNerney
Assistant City Manager