

ORDINANCE NO. 1517

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH OWEN EQUIPMENT FOR THE PURCHASE OF ONE 2019 ELGIN CROSSWIND 1 STREET SWEEPER FOR THE CANBY PUBLIC WORKS DEPARTMENT.

WHEREAS, a street sweeper is an essential tool for the City of Canby's Public Works Department in order to provide street maintenance services for its citizens; and

WHEREAS, The City of Canby wishes to trade in one 1996 Elgin Pelican Street Sweeper and purchase one 2019 Elgin Crosswind 1 Street Sweeper for the Canby Public Works Department; and

WHEREAS, the cost of the street sweeper has been included in the Adopted Budget for Fiscal Year 2019-2020; and

WHEREAS, The Canby Public Works Department, in consultation with the Canby Fleet Services Department, selected a base sweeper along with options needed to provide the City of Canby with an efficient sweeping unit; and

WHEREAS, the City Council, meeting and acting as the Contract Review Board for the City of Canby, has reviewed the Owen Equipment Proposal Summary provided in the staff report and believes it to be in the best interest of the city to purchase this vehicle from Owen Equipment; now therefore

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City of Canby to enter into a contract with Owen Equipment for the purchase of one 2019 Elgin Crosswind 1 Street Sweeper for the quoted amount of \$281,751 with a \$2,500 trade in credit for a total purchase price of \$279,251. A copy of the Proposal Summary from Owen Equipment is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

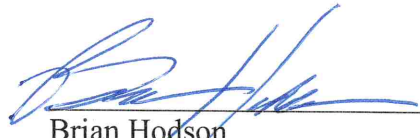
SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on August 7, 2019; ordered posted as required by the Canby City Charter and scheduled for second reading on August 21st, 2019, after the hour of 7:00 pm at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.



Rick Robinson
City Recorder Pro-Tem


PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of August, 2019, by the following vote:

YEAS 6 NAYS 0



Brian Hodson
Mayor

ATTEST:



Rick Robinson
City Recorder Pro-Tem



Presents a Proposal Summary

of the



Crosswind 1

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

for

**City of Canby
Canby, OR**

Sourcewell Contract #122017-FSC

PRODUCT DESCRIPTION

· Equipped with Memory Sweep;8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Alternator, 95 amp
- Backup Alarm, electric
- Blower, 20,000 CFM rating with Linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle sweep resume/sweep transport/reverse pick-up
- Hopper rear door hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suction side
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Vacuum enhancer, in-cab operated
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo

ADDITIONAL FEATURES

- 2020 Freightliner M2 106
- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right and Left Hand Heated and Remote-Controlled Mirrors
- 12" Convex Mirrors
- LED Stop/Tail/Turn
- (1) Spare Chassis Key
- PM-10 Complaint
- Memory Sweep
- Side Broom Tilt Option Right Hand

- Side Broom Tilt Option Left Hand
- Lifeliner Hopper System
- Right Hand Inspection Door with Step and Handle
- 6" Hopper Drain
- Front Spray Bar
- Vacuum Enhancer
- Hopper Deluge
- Dual Side Broom Scrubbing Position
- Air Purge for Water System
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- Cab & Rear LED Strobe
- Dual LED Side Broom and Rear LED Flood Lights
- Individual Switches for Dual Side Broom & Rear Flood Lights-LED
- 2.5 Lb. Fire Extinguisher
- Triangle Reflective Flares (3)
- Warranty through 5th Year (Parts/Labor)
- Sweeper Service Manual
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Chassis Operators Manual
- Chassis Parts Manual
- Chassis Service Manual
- Pick Up Head Vibrator
- Pick Up Head Curtain Lifter
- Pick Up Head Nozzles- PM-10
- 4 Camera System, Back Up, Left Hand, Front Bumper and Pick Up Head
- Paint Sweeper Body Blue
- Midwest Autolube for Chassis and Sweeper
- Factory Inspection for 3 People
- Training for 1 Person at Owen Equipment Elgin Training

*******Options Not Included In Price*******

- **Midwest Autolube for Sweeper Only- \$4312.00**

Factory Total:	\$290,743.00
Sourcewell Discount:	-\$8992.00
Total Price:	\$281,751.00
1996 Pelican Trade In:	-\$2500.00
Total Price w/ Trade In:	\$279,251.00

Price valid for 30 Days from date of 6/19/2019

Product Model: CROSSWIND 1

Product Model: CROSSWIND 1

Proposal Date: 6/19/2019

Quote Number: 2019-29659

Price List Date: 1/22/2019

P.O. Number:


Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____


City Administrator

8/21/1953

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Joshua Davis, being first duly sworn, depose and say that I am the Confidential Administrative Assistant for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of August 2019 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1517 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 8th day of August 2019, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building Bulletin Board (Upstairs)
- 2. Canby Civic Building Bulletin Board (Downstairs)
- 3. Canby Post Office
- 4. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 21st day of August 2019.

Joshua Davis
Joshua Davis
Confidential Administrative Assistant

Subscribed and sworn to before me this 8th day of August 2019.

Erin Elizabeth Burckhard
Notary Public For Oregon
My Commission Expires: 9/4/2022

