



CITY COUNCIL Agenda

222 NE 2nd Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | www.canbyoregon.gov

MAY 7, 2025

The City Council meeting may be attended in person in the Council Chambers at
222 NE 2nd Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder;
ridgleyt@canbyoregon.gov or call 503-266-0637.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275;
media@wfmstudios.org

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance

2. NEW EMPLOYEE INTRODUCTIONS

3. MENTAL HEALTH AWARENESS MONTH PROCLAMATION

- a. Presentation from NAMI Clackamas

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- 4. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. If you would like to speak virtually, please contact the Deputy City Recorder by 4:30 pm on May 7, 2025, with your name, the topic you'd like to speak on and contact information: ridgleyt@canbyoregon.gov or call 503-266-0637.

5. CONSENT AGENDA

- a. Approval of the April 9, 2025, City Council Regular Meeting Minutes.
- b. Approval of the April 23, 2025, City Council Regular Meeting Minutes.

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6. ORDINANCES & RESOLUTIONS

- a. Consider **Ordinance No. 1642:** An Ordinance authorizing the City Administrator to Execute a Contract with Curran-McLeod, Inc. for Engineer of Record. (*Second Reading*)
- b. Consider **Ordinance No. 1643:** An Ordinance Authorizing the City Administrator to Execute a Contract with DeWitt Construction in the Amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore project. (*First Reading*)

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- c. Consider **Ordinance No. 1644:** An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876. (*First Reading*) Pg. 60
- d. Consider **Ordinance No. 1645:** An Ordinance Authorizing the City Administrator to purchase one (1) Transit Bus for Canby Area Transit in the Amount of \$180,796. (*First Reading*) – Amended 5-2-2025 Pg. 84
- e. Consider **Ordinance No. 1646:** An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor. (*First Reading*) Pg. 113
- f. Consider **Resolution No. 1426:** A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC DBA "Astound". Pg. 121
- g. Consider **Resolution No. 1427:** A Resolution Authorizing a Rate Increase and Establishing a New Rate Schedule for Garbage Collection by Canby Disposal within the City of Canby. Pg. 126

7. OLD BUSINESS

8. NEW BUSINESS

9. MAYOR'S BUSINESS

10. COUNCILOR COMMENTS & LIAISON REPORTS

11. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORT

12. CITIZEN INPUT

13. ACTION REVIEW

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 Teresa Ridgley at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.



PROCLAMATION

WHEREAS, mental health is part of everyone's overall health and wellbeing, and mental illnesses are prevalent in our county, state, and nation, with one in five adults experiencing a mental health issue every year;

WHEREAS, stigma and the resulting discrimination is a primary obstacle to early identification and effective treatment of individuals with mental illness and their ability to recover to lead full, productive lives;

WHEREAS, approximately half of chronic mental illness begins by the age of 14 and suicide is the second leading cause of death of individuals ages 10 to 14 and 25-34;

WHEREAS, long delays averaging 11 years occur between the time symptoms first appear and when individuals get help, and it is therefore essential to cure the stigma and discrimination that is the primary cause for those delays;

WHEREAS, every citizen and community can make a difference in helping cure the stigma and discrimination that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic engagement improves the lives of individuals and families affected by mental illness.

NOW, THEREFORE, the City Council of the City of Canby, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim May 2025 as **Mental Health Awareness Month** to increase public understanding of the importance of mental health, to promote identification and timely treatment of mental illnesses, and to cure the resulting stigma and discrimination.

Dated this 7th day of May, 2025.

Brian Hodson
Mayor

The Basics About NAMI

Whom. What. Where. Why.





What's the **AVERAGE**
time between someone
suspecting they have a
mental health condition
and seeking treatment
for it?



**** 11 YEARS****



Change the conversation

- talk about it
- ask the question

Change the language

- language matters

Change the perception

- sharing stories changes lives
- recovery is likely

Change the Outcome

- Stop the Stigma
- Seek the Help

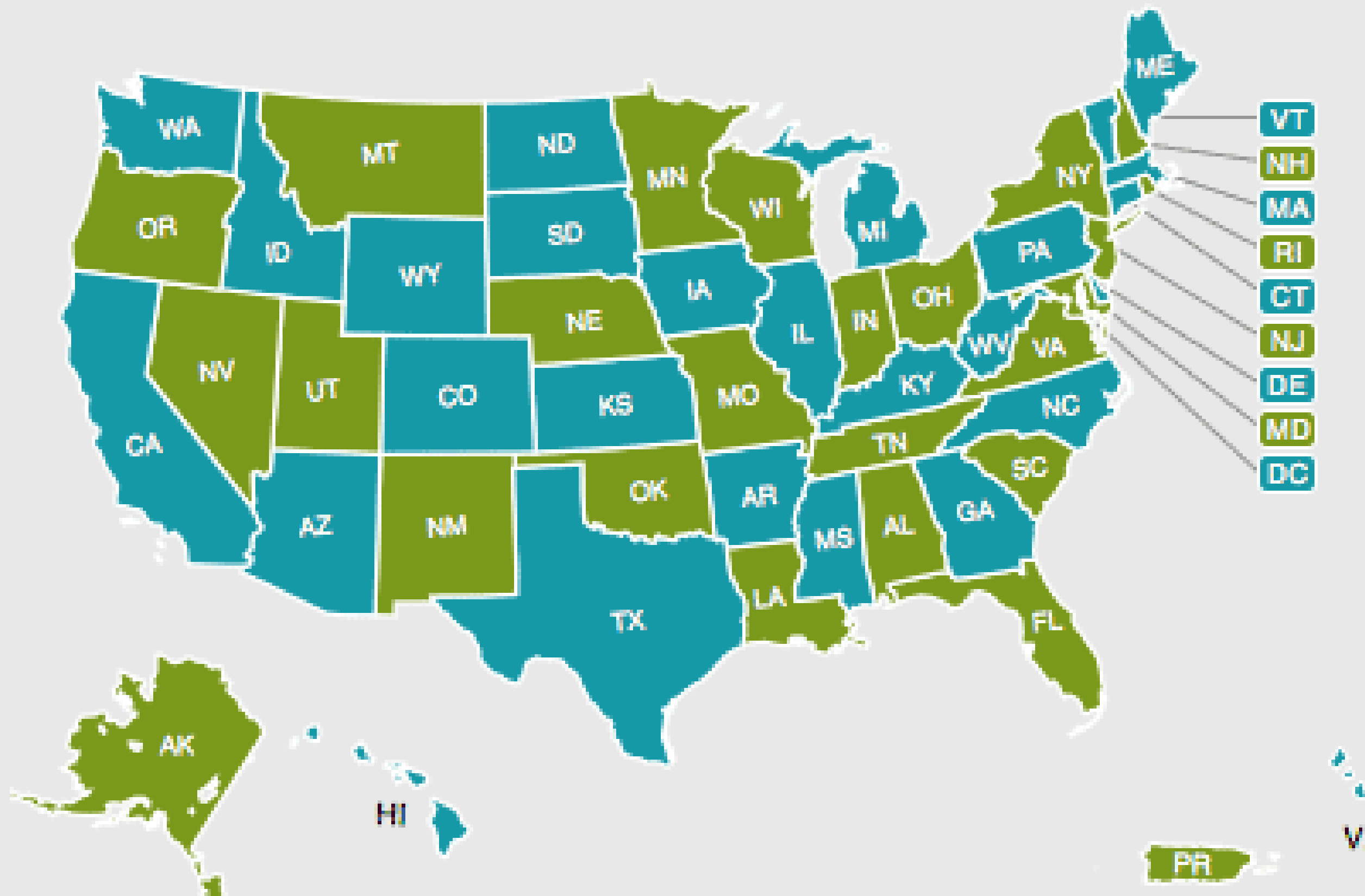




Who has had experience
with NAMI?



What's a NAMI?



- 600+ NAMI State Organizations and Affiliates across the country.
- Many NAMI affiliates offer an array of free support and education programs.

**Not from Clackamas?
Find your Local NAMI!**



<https://tinyurl.com/Findyournami>

Peer Support Changes Lives.

NAMI Clackamas is a grassroots, non -profit organization dedicated to improving the quality of life for everyone impacted by mental health through education, support, and advocacy, offered free of charge, and delivered for and by people with lived experience since 1978.



SUCCESS STORIES

“Coming to NAMI support groups has brought me out of a foggy, depressed existence and has improved my quality of life”



“NAMICC gave me my life back. I wish to plant that seed of hope in others by facilitating. It has been a great experience watching people begin to recover over time. That's the best feeling.”

“Our daughter was like so many affected by mental illness. She was smart, not involved with drugs, had a loving family, when all of a sudden she no longer wanted to live. We were desperate to keep her alive. I called NAMI, poured out my heart, and they told me about the Family-to-Family class. For 12 weeks my husband and I went to every class, not missing one. The transformation in our daughter and our family was amazing. We just keep using the skills we learned at NAMI and moving forward. NAMI was life changing for us.”

NAMI CLACKAMAS CLASSES



8-week Peer-to-Peer classes for adults with mental illness looking to better understand their condition and journey toward recovery



8-week Family-to-Family classes for family, significant others, and friends of people with mental illness



6-week NAMI Basics class for parents, guardians, and others who care for youth

NAMI CLACKAMAS SUPPORT GROUPS

Three weekly **Connection Peer Support Groups** for individuals w/ mental illness

Three monthly **Family Support Groups** for those who care about someone with mental illness

(2) **FAMILY BOOK CLUBS** monthly

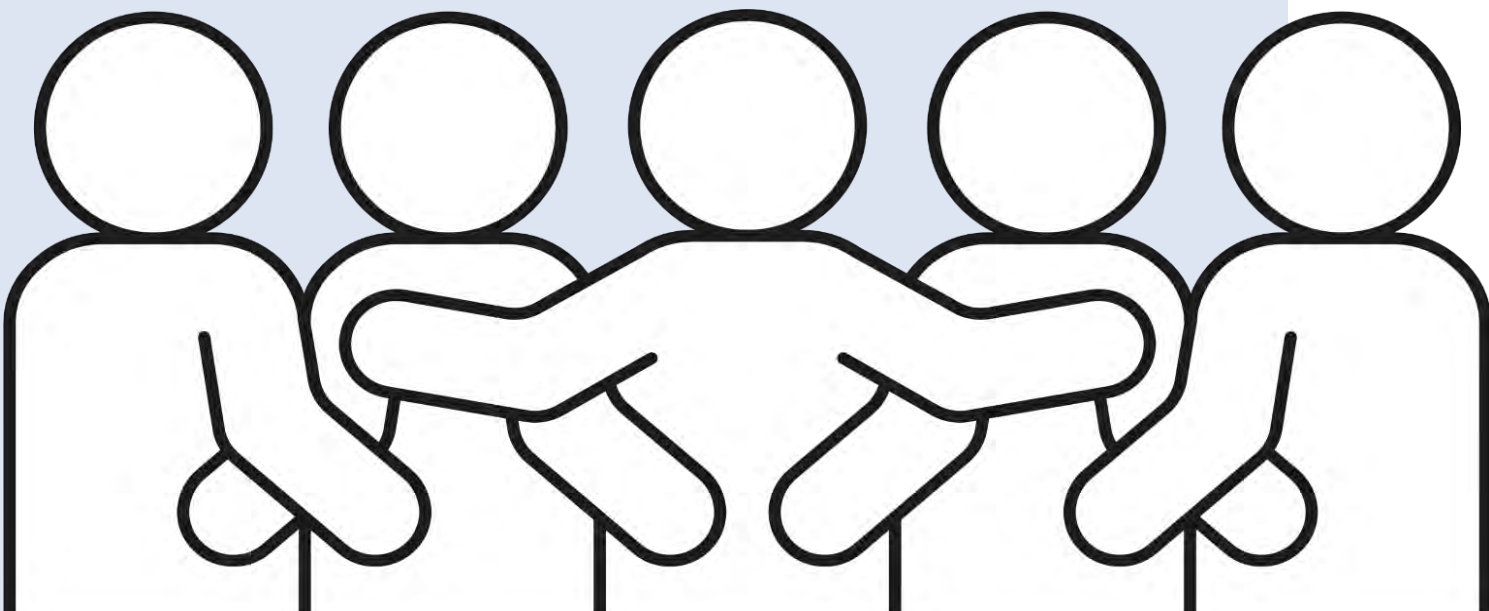
LGBTQIA2S+ twice monthly Support Group

LATINX weekly Support Group & Book Club

WOMEN-ONLY monthly Support Group

Suicide Bereavement Group biweekly for survivors left behind after a suicide

Compassionate Friends monthly family support after the loss of a child.



NAMI CLACKAMAS ONE-ON-ONE PEER HELP



Peer Support Specialist staff provide one-on-one support (in person, Zoom, or phone) to help those impacted by mental illness connect to needed resources such as housing, health coverage, providers, transportation, and community resources.

NAMI CLACKAMAS SPECIAL PROJECTS



www.namicc.org

Support for Adults in Custody.

Mental Health Education Classes & Support Groups for Adults in Clackamas County Jail



COMMUNITY PRESENTATIONS

- **In Our Own Voice** presentations to educate our community about mental illness and that recovery is possible
- **Mental Health Matters** presentations to civic clubs, faith communities, neighborhoods, and other groups
- **Lunch & Learn** mental health presentations to inform businesses and their employees
- **Ending the Silence** presentations to middle & high school students to dispel stigmas, teach about signs, symptoms, and action steps

NAMI

CLACKAMAS

FREE

PRESENTATIONS





Queer Connection Support Group



Starting May:
2nd & 4th Mondays
7-8:30 PM!

REGISTER



Register at <https://tinyurl.com/QueerNCC>



NAMI Clackamas 503-344-5050 Info@namicc.org



Family-to-Family



IN-PERSON Oregon City

Every Saturday
May 10 - June 28
9:00 - 11:30AM

NAMI Family-to-Family is a **FREE** 8-week course taught by trained family members who have been there. It is for anyone that cares about someone with mental health issues.

CARE ABOUT SOMEONE WITH MENTAL HEALTH CHALLENGES?

www.tinyurl.com/namiclasses

Parenting & Mental Health

Free conference for parents of school-aged children.
Lunch, childcare, and Spanish interpretation provided for free.
Registration Required.

Join NAMI Clackamas and the Oregon City School District:

- Learn about specific mental health challenges youth face and hands-on tools to help.
- Hear powerful stories from parents and youth.
- Q&A with mental health professionals from our schools and community.



Register online using the QR code or by going to:
tinyurl.com/PMHConference



Saturday, May 31
10AM - 2PM



OC Schools: Jackson Campus
1120 Jackson St., Oregon City



Clackamas

District 62

NAMI

CLACKAMAS:

BARRIER-
FREE



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DIAGNOSIS

REFERRAL

INSURANCE

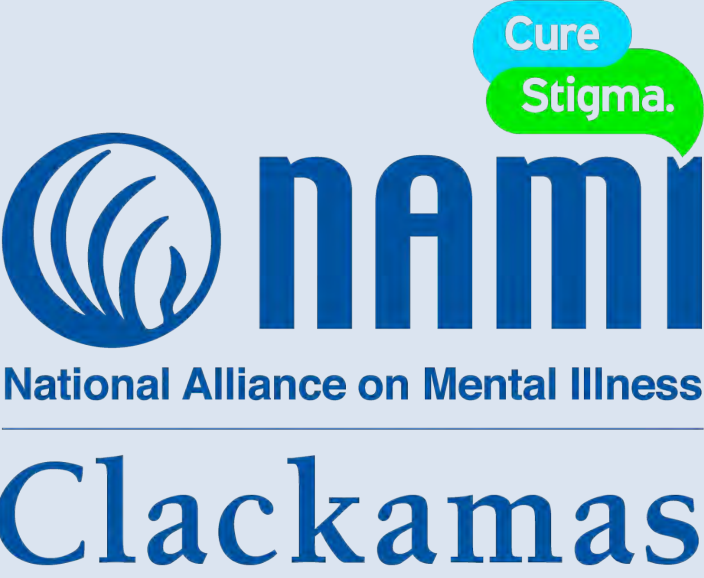
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COST



NAMI CLACKAMAS

SUPPORT OUR MISSION



SAVE THE DATE!



Comedy Night

**Stand-Up(s)
Against Stigma**

Friday, March 14th

Doors Open at 6:30pm
Showtime at 7:00pm

A **FUN**draiser benefitting
NAMI Clackamas

Milwaukie Center
5440 SE Kellogg Creek Dr, Milwaukie



Party
with a purpose
2024

A Fundraising Dinner & Auction Benefitting NAMI Clackamas

THURSDAY | SEPTEMBER 12TH

6:00—9:00 PM

GRAY GABLES ESTATE



Stand-Up(s) Against Stigma Comedy Night

March 2026 – Milwaukie Community Center

NAMI Walks

May 17th – Peninsula Park

Party with a Purpose

September 25th – Gray Gables Estate

Champions Circle

Monthly financial support



OUR VOLUNTEERS ARE AMAZING!

- Teach
- Facilitate
- Serve
- One-time, short-term, or long-term

To volunteer, contact
volunteercoor@namicc.org



STAY CONNECTED!

Sign up for our newsletter

Print every other month

Electronic monthly



<https://tinyurl.com/NAMICCNNews>





Questions?



**CANBY CITY COUNCIL
WORK SESSION MINUTES
April 9, 2025**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Daniel Stearns, Paul Waterman, James Davis, Traci Hensley, Jason Padden, and Herman Maldonado (attending virtually).

STAFF PRESENT: Eileen Stein, City Administrator; Emily Guimont, City Attorney; Maya Benham, Administrative Director/City Recorder; Don Hardy, Planning Director; and Jamie Stickel, Economic Development Director/Communications Specialist.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:13 p.m.

TRAINING – ETHICS, LAND USE PROCEDURES, AND PUBLIC MEETINGS: Emily Guimont, City Attorney, provided training for the City Council. She discussed Oregon's form of government, home rule, and Council authority sources.

Josh Soper, Beery, Elsner, and Hammond, discussed land use procedures. He explained the history and purpose of Oregon land use, role of state and cities, types of land use decisions, legislative decisions, quasi-judicial decisions, bias with examples, ex parte contacts, conflicts of interest, other government ethics issues, public meetings issues, hearing requirements, hearing issues, criteria and findings, appeals, 120-day rule, fixed goalpost rule, clear and objective requirements, constitutional issues, and recent legislation from SB 1537.

There was discussion regarding staff using Google Maps instead of Planning Commissioners to make sure the information was part of the record, if they could ask for more information from the applicant, what constituted bias, ex parte contact examples, how they needed to start tracking ex parte contacts when an application was submitted to the City, telling people they could not discuss specific development applications and directing them to the appropriate City department, and that attending Planning Commission hearings was fine as long as there were not any conversations before or after the meetings.

Ms. Guimont reviewed government ethics, scope and caveat, Rule #1 financial gain, Rule #2 gifts, Rule #3 conflicts, Rule #4 nepotism, Rule #5 confidential information, and violations. She ran through hypotheticals and the actions that should/should not be taken in each. She then discussed public meetings and records law including the definition of public meetings, Executive Sessions, public meetings hypotheticals, and public records and hypotheticals.

There was discussion regarding examples of gifts, exceptions to the conflicts of interest, when messages to and from Council/committee members constituted a meeting, and verifying members of the news media who were eligible to go into Executive Sessions.

Next steps included:

1. City Council Members: Complete required OGEC public meetings training via Youtube.
2. Emily: Research and provide guidance on whether mutual funds/retirement plans count towards the \$1,000 stock ownership threshold for business association conflicts.

3. Josh: Research and provide guidance on conflict of interest rules regarding citywide zoning changes affecting council members' properties.
4. Josh: Research and provide guidance on whether a quorum exception applies for conflicts of interest when all council members are affected.
5. Emily: Research and provide guidance on whether city councilors can attend Planning Commission meetings without creating conflicts.
6. Emily: Research and provide guidance on whether cities can implement a press pass/credentialing system for news media.
7. Don: Consider sending regular updates to City Council about pending land use applications that could come before them on appeal.
8. Emily: Send out the OGEC public meetings training Youtube link to Eileen for distribution.

Mayor Hodson adjourned the Work Session at 8:39 p.m.

The Executive Session was to called order at 8:45 p.m. and adjourned at 10:30 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
April 23, 2025**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, Paul Waterman, Daniel Stearns, James Davis, Herman Maldonado, and Jason Padden (attended virtually).

STAFF PRESENT: Eileen Stein, City Administrator; Emily Guimont, City Attorney; and Teresa Ridgley, Deputy City Recorder.

CALL TO ORDER: Mayor Hodson called the meeting to order at 6:01 p.m.

CITY ADMINISTRATOR EVALUATION: There was discussion on the formation of a subcommittee to create a framework for the city administrator evaluation process. There was consensus to have Councilors Padden, Stearns, and Waterman form this subcommittee. The goal of the subcommittee would be creating the framework and bringing it before Council to approve and devise the framework as a body; and then have a conversation with the City Administrator following codification of those goals. The goal was to complete by June 1, 2025.

****Council President Hensley moved to go into Executive Session pursuant to ORS 192.660(2)(i) to review and evaluate the job performance of a chief executive officer, other officers, employees, and staff, if the person whose performance is being reviewed and evaluated does not request an open hearing. Motion was seconded by Councilor Maldonado and passed 6-0.**

Mayor Hodson read the Executive session statement and recessed the Regular Meeting at 6:15 p.m.

After the Executive Session, the Regular Meeting reconvened at 7:43 p.m.

****Council President Hensley moved to reconvene into Regular Session. Motion was seconded by Councilor Maldonado and passed 6-0.**

****Councilor Waterman moved to adopt the evaluation of the City Administrator. Motion was seconded by Councilor Davis and passed 6-0.**

Councilor Stearns asked if this meant the evaluation was public information.

There was consensus of no increase in compensation and to evaluate the City Administrator in 90 days.

The meeting adjourned at 7:48 p.m.

Maya Benham, CMC
City Recorder

Brian Hodson
Mayor

Assisted with the preparation of minutes – Teresa Ridgley

DRAFT



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jerry Nelzen, Public Works Director
Agenda Item: Consider **Ordinance No. 1642**: An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record. (*Second Reading*)
Goal: Align resources to address future community growth.
Objective: N/A

Summary

This Ordinance is to approve a contract for Engineer of Record Services with Curran-McLeod, Inc. The City will hire the City Engineer of Record for an initial term of five (5) years, with an option for the City to renew for an additional five (5) years.

Background

In March, the City published an RFP for Engineer of Record Services. Having an engineer of record will provide technical support to the city for long range planning, pre-construction/pre-application meetings, plan review and any other emergency that might arise that will need immediate engineering support.

Discussion

The contract envisions the City Engineer of Record for an initial term of five (5) years, with an option for the City to renew for an additional five (5) years. The City Engineer reports directly to the Public Works and Planning Directors. Much of the work occurs via telephone conferences and e-mail. Inquiries from the public and/or press are outside the purview of the City Engineer. All inquiries for the City Engineer's time shall be channeled through the Public Works and Planning Director who must authorize such requests prior to the City Engineer taking any action.

The City Engineer may be directed to undertake specific projects for the city that have a finite scope of work and are less than \$50,000, are relatively large in scale, or for any other reason the city wishes to assign the work to the City Engineer. For projects that are estimated above \$50,000, the City Engineer shall provide a work order upon written request from the City. The work order shall include a detailed proposal and scope of work, schedule and cost proposal. Prior to commencing work that is estimated to be above \$50,000, the parties shall mutually execute a work order pursuant to their executed contract. For clarity's sake, although the City is seeking an engineer of record, the City reserves the right to hire and work with other engineers, as it determines whether it is necessary or appropriate, in the City's sole discretion.

Attachments

1. Ordinance No. 1642
2. Professional Services for Engineer of Record Contract with Curran-McLeod, Inc.
3. Exhibit B

Fiscal Impact

The City will be billed or pass through rates established in Exhibit B.

Options

1. Approve the contract.
2. Deny the contract.

Recommendation

That the City of Canby approve Ordinance No. 1642, An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record.

Proposed Motion

"I move to adopt Ordinance No. 1642: An Ordinance Authorizing the City Administrator to Enter into a Contract for Professional Services for Engineer of Record."

ORDINANCE NO. 1642

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES FOR ENGINEER OF RECORD.

WHEREAS, on March 4, 2025, the City of Canby published a formal request for proposals (RFP) Engineer of Record Services for the City;

WHEREAS, Curran-McLeod, Inc. was selected in the aforementioned process as a qualifying engineering firm;

WHEREAS, the City of Canby desires to secure a cost-effective contract for the requisite engineering services for this integral service; and

WHEREAS, this allows the City of Canby immediate engineering support in daily and emergency tasks.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract Curran-McLeod Inc. for engineering services.

Section 2. The effective date of this Ordinance shall be June 6, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 16, 2025; ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on May 7, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 7th of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

CONSTRUCTION-RELATED PROFESSIONAL SERVICES AGREEMENT

Professional Services for Engineer of Record

This Agreement is entered into between the City of Canby, a municipal corporation of the State of Oregon (“City”), and CURRAN-McLEOD, Inc., a corporation of the state of Oregon (“Consultant”). This Agreement is made effective as of June 7, 2025 (the “Effective Date”). This Agreement may refer to the City and Consultant individually as “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City requires the services of an Oregon certified professional to provide engineering-related design services for the Professional Services for Engineer of Record project, including qualified engineering firms or consultants with demonstrated experience to provide engineering services construction documentation, construction inspection, technical expertise in both field and office settings, project management, specialized inspection, transportation specialist support at public meetings, value engineering, or other transportation planning and engineering services as may be needed to support the project. (the “Services”); and

WHEREAS, the City conducted a formal qualifications-based selection for the Services, and Consultant responded by submitting a proposal for the Services dated [date] (the “Proposal”); and

WHEREAS, the City duly selected Consultant to provide the Services, which the City Council authorized on June 7, 2025; and

WHEREAS, the City desires to contract with the Consultant to provide the Services.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals incorporated by this reference and the mutual promises contained in this Agreement, City and Consultant agree as follows:

1. Term

The term of this Agreement shall be from the Effective Date until not later than five (5) years unless amended or sooner terminated under the provisions of this Agreement. Notwithstanding the foregoing, the City may, in its sole discretion, extend the term of this Agreement for an additional five (5) year period. Passage of the Agreement’s term shall not extinguish, prejudice, or limit either party’s right to enforce this Agreement with respect to any default or defect in performance that has not been corrected.

2. Consultant's Services

- i. Work Orders. The parties shall execute individual work orders for any individual services or project estimated to exceed \$50,000 in value. The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the City from time to time (the "Work Order Services") and to the extent described in this Agreement. A Work Order template is attached hereto as Exhibit A and incorporated herein and shall serve as a sample for future Work Orders. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of the Work Order. Work Orders are subject to City Council authorization and approval, in accordance with the City Charter.
- ii. On-Call Services. Consultant shall be available for and shall provide the City with engineer of record services on an on-call basis ("On-Call Services" and together with the Work Order Services, collectively referred to herein as the "Services") as generally described in the Statement of Work attached hereto as Exhibit B and incorporated herein, as may be requested by the City from time to time. Any conflict between this Agreement and Exhibit B, if any, shall be resolved first in favor of this Agreement. The City shall pay Consultant in accordance with the rates and terms set forth in the Statement of Work for performance of the On-Call Services. If any On-Call Service is estimated to exceed \$50,000, the parties shall execute a Work Order in accordance with Section 2.i.
- iii. Performance Standards. Consultant will use its best efforts and due diligence in its performance of the Services and will provide such personnel, materials, supplies, and equipment as are necessary to successfully provide the Services. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant's failure to adhere to a work schedule described in an individual Work Order is sufficient grounds for the City to terminate this Agreement for breach.
- iv. Nonexclusive Agreement. Consultant acknowledges and agrees that this not an exclusive agreement and that the City may contract with or cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the services provided by Consultant under this Agreement.

3. Consultant's Identification

Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.

4. Compensation

The City shall pay fees to the Consultant for services performed under the terms of this Agreement and as specified in individual Work Orders and Exhibit B. Compensation for the services shall not exceed the amount set forth in individual Work Orders or Exhibit B, unless otherwise approved in writing by the City. Upon completion of any tasks, milestones or other deliverables described in a Work Order or Exhibit B, City agrees to pay Consultant at the times and in the amount(s) set forth in this Agreement and in accordance with such Work Order or Exhibit B.

Consultant shall submit monthly requests for payment to the City for Services performed under this Agreement, and the invoices shall describe the Services performed, by whom it was performed, the number of hours worked, and itemize and explain all expenses for which reimbursement is being claimed. All expenses must be preapproved in writing by the City. Mileage will be reimbursed for only one vehicle and only at the current in effect IRS rate. Meals will be at the current in effect U.S. General Services Administration (GSA) per diem rate, and hotels and parking will be paid at actual amounts, not to exceed the GSA daily rate. No reimbursement will be made for any alcohol purchases or parking or traffic citations.

The City shall make payments in a timely manner, within thirty (30) days of receipt of a request for payment. Requests for payment received from the Consultant pursuant to this Agreement will be reviewed and approved by the City prior to payment. If the City does not pay within thirty (30) days of receipt of a request for payment that is acceptable to the City, the request for payment shall incur a service charge of 1.5% per month on the unpaid monthly balance.

The City shall not pay compensation for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any design defects therein. The compensation contemplated in this Section shall constitute full and complete payment for said Services.

Consultant must promptly pay all sums due to subconsultants for services and reimbursable expenses after receiving payment for those services from City.

5. Project Managers and Notice

The Parties designate the following individuals as their Project Manager, who are designated to send and receive any notices required under this Agreement.

City's Project Manager

Jerry Nelzen
1470 NE Territorial Rd
Canby, Oregon 97013
e: NelzenJ@canbyoregon.gov
p: 971-253-9173

Consultant's Project Manager

Curt McLeod, PE
6655 SW Hampton, Ste 210
Portland, OR 97223
e: CJM@Curran-McLeod.com
p: (503) 475-0431

Each Party shall give the other written notice of any intended change of their Project Manager. Any change to Consultant's Project Manager must be approved by the City, such approval not to be unreasonably withheld.

[The Parties agree that City relied on Consultant's provision of its project manager as a material inducement to enter into this Agreement. The Parties further agree that Consultant's change in project manager mid project include various project inefficiencies that will cause damages to City but that are difficult to be determined. Therefore, Consultant agrees to pay City, as a liquidated damage, [\$\$\$] for any such change.

-and/or-

KEY PERSONS. The Parties agree that the City relied on the special qualifications of each Key Person as a material inducement to enter into this Agreement. For purpose of this Contract, "Key Person" means the persons identified in **Attachment __** of this Contract. The City is engaging the expertise, experience, judgment, and personal attention of such Key Persons under this Contract. Neither Consultant nor any Key Person shall delegate performance of the duties and obligations of such Key Person under this Contract to any other employee, agent or subcontractor of Consultant unless the City provides prior written consent to such delegation. Consultant shall not reassign or transfer a Key Person to other duties or positions so that the Key Person is no longer available to provide the City with that Key Person's services unless the City provides prior written consent to the reassignment or transfer, or the reassignment or transfer is required based on the termination of employment, illness, death, disability or other similar cause. The Parties further agree that Consultant's change in Key Persons include various project inefficiencies that will cause damages to City but that are difficult to be determined. Therefore, Consultant agrees to pay City, as a liquidated damage, [\$\$\$] for any such change.]

All notices shall be made in writing and may be given by personal delivery, first class mail or email. Mailed notices shall be deemed given upon deposit in the United States

mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery.

6. Project Information

Consultant agrees to promptly share all information related to the Services with the City and to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Services. Consultant shall not provide any information, news, or press releases related to the Services to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior authorization of City's Project Manager.

7. Duty to Inform

Consultant shall give prompt written notice to City's Project Manager if, at any time during the performance of this Agreement, Consultant becomes aware of actual or potential problems, faults or defects in the Services, any nonconformity with the Agreement, or with any federal, state, or local law, rule, regulation, decree, or other mandate, or if Consultant has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim and shall not constitute a waiver of any of City's rights.

8. Consultant is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. Consultant hereby expressly acknowledges and agrees that as an independent contractor, Consultant is not entitled to indemnification by the City or the provision of a defense by the City under the terms of ORS 30.285. This acknowledgment by Consultant shall not affect Consultant's independent ability (or the ability of Consultant's insurer) to assert that the monetary limitations found at ORS 30.272, the immunities listed at ORS 30.265 or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

9. Consultant Representations and Warranties

- i. Consultant has the power, authority, ability, skills, and capacity to enter into and perform this Agreement, and when executed and delivered this Agreement shall be a valid and binding obligation of Consultant enforceable in accordance with its terms.
- ii. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

iii. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

iv. Consultant is engaged as an independent contractor and will be responsible for any federal, state or local taxes applicable to any payments made under this Agreement.

v. Consultant is not eligible for any federal social security, unemployment insurance, pension, PERS or workers' compensation benefits from compensation or payments paid to Consultant under this Agreement.

vi. Consultant is not an employee of the City, any special district, local government, the federal government or the State of Oregon.

vii. Consultant has complied and will continue to comply with all Oregon laws applicable to the performance of Consultant's obligations under this Agreement.

viii. Consultant, and Consultant's employees and subconsultants, shall be qualified, professionally competent and duly licensed to perform the work and Services at all times during the term of this Agreement.

ix. The Consultant has inspected the Project site and all of the surrounding locations to the extent necessary to perform the Services.

x. Consultant has the skill and knowledge possessed by well-informed members of its industry, trade or profession and will apply that skill and knowledge with care and diligence to perform the Services under this Agreement in a professional manner and in accordance with standards prevalent in the Consultant's industry, trade or profession under similar conditions and circumstances.

xi. Consultant has read, understands and agrees to be bound by each of the terms and conditions of this Agreement.

xii. Consultant prepared its Proposal for these Services independently from all other proposers, and without collusion, fraud or other dishonesty.

xiii. Any Goods / Items / Equipment / Components / Hardware / Software / Intellectual Property Rights, etc. delivered to or granted to the City under this Agreement, and Consultant's Services rendered in the performance of Consultant's obligations under this Agreement, are provided to the City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and are free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

xiv. Upon City's request, Consultant shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations and warranties that Consultant provides.

10. Indemnity

i. Unless otherwise limited by ORS 30.140, Consultant shall indemnify and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, arising out of, or resulting directly or indirectly from, the professional negligent acts, errors or omissions of Consultant or its subcontractors, subconsultants, suppliers, agents or employees in performance of professional services under this Agreement. Where limited by ORS 30.140, Consultant's duty to defend the City against a claim for professional negligence and relating to the professional services provided by Consultant shall not arise until the Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and such obligation shall not exceed the proportionate fault of the Consultant.

ii. The Consultant shall indemnify, defend, and hold the City, its officers, agents, volunteers, and employees harmless from and against any and all claims, actions, proceedings, judgments, losses, injuries, damages, costs, expenses, and liabilities, including court costs and attorney's fees, to the extent they arise out of, or result directly or indirectly from, all other negligent acts or omissions of the Consultant, or any of its subcontractors, subconsultants, suppliers, agents or employees arising in connection with the performance of this Agreement that are not otherwise identified in Subsection (a) of this Section.

iii. The obligations of the indemnifications extended by the Consultant to the City shall survive the termination or expiration of this Agreement.

iv. Except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of Consultant or Consultant's agents, representatives, subcontractors or subconsultants, the indemnities in subsection (i) and (ii) do not require Consultant or Consultant's surety (if any) or insurer to indemnify the City for damage arising out of the death or bodily injury to persons or damage to property caused in whole or in part by the negligence of the City.

11. Insurance

Consultant and its subcontractors and subconsultants shall provide the following insurance coverages against any claims that may arise from or relate to the performance of the Services. Consultant and its subcontractors and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. The City in no way warrants that the limits stated in this section are

sufficient to protect the Consultant from the liabilities that might arise out of the performance of the work under this Agreement by Consultant, its agents, representatives, employees, subcontractors or subconsultants, and Consultant may purchase such additional insurance as they determine necessary.

i. Commercial General Liability Insurance:

- a. The policy must be in an occurrence form and include bodily injury, property damage, broad form contractual liability coverage in the following amounts:

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
- b. The policy shall be endorsed to name the City of Canby and its elected and appointed officials, officers, agents, and employees as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of, the Consultant related to this Agreement.
- c. The endorsement shall be indicated on the Certificate of Insurance, and there shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- d. The Consultant's insurance coverage must be primary insurance and non-contributory with respect to any insurance or self-insurance carried by the City.

ii. Automobile Insurance:

- a. The policy shall cover bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement. Automobile Liability coverage shall be written in an amount not less than \$1,000,000 combined single limit.
- b. The policy shall be endorsed to include the City, its elected and appointed officials, officers, agents and employees as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Consultant relating to this Agreement.
- c. The City shall be an additional insured to the full limits of liability purchased by the Consultant.

iii. Workers' Compensation Coverage: Consultant certifies that it has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are

subject to Oregon's Workers' Compensation statute, either as a carrier-insured employer as provided by ORS 656.407 or as a self-insured employer. Consultant shall provide to City within ten (10) days after contract award a certificate of insurance evidencing overage of all subject workers under Oregon's Workers' Compensation statutes insured by an insurance company satisfactory to City, if any. The certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. A copy of the certificate of self-insurance issued by the State shall be provided to City if the Consultant is self-insured. To the extent permitted by law, a waiver of subrogation in favor of the City shall be included in the policy.

- iv. Professional Liability (Errors and Omissions Liability): Consultant shall provide City with evidence of professional errors and omissions liability insurance covering any damages caused by negligent acts, errors, or omissions related to the professional services and performance of duties and responsibilities under this Agreement, in an amount not less than \$2,000,000 combined single limit per occurrence. Consultant may opt to provide a claims-made policy with a combined single limit per claim of not less than \$2,000,000; but in doing so, Consultant warrants that any retroactive date under the policy precedes the effective date of this Agreement and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two years beginning at the time work under this Agreement is completed. Where any subcontractor or subconsultant provides professional services related to this Agreement, they must provide equivalent coverage.
- v. Certificates: Consultant shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this Agreement (ACCORD form or equivalent approved by the City). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Such notice will be mailed and emailed to Jerry Nelzen, Public Works Director at 1470 NE Territorial Rd Canby, OR 97013 email address Nelzenj@canbyoregon.gov All certificates and any required endorsements are to be received and approved by the City before the work commences. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.
- vi. Primary Coverage: The coverage provided by insurance required under this Agreement shall be primary and noncontributory, and any other insurance carried by City shall be excess.

- vii. Subcontractors and Subconsultants: Consultant shall require the same insurance requirements from its subcontractors and subconsultants. Consultant's certificates shall include all subcontractors and subconsultants as additional insureds under its policies **-OR-** Consultant shall be responsible for ensuring and verifying that all subcontractors and subconsultants have valid and collectible insurance. At any time throughout the term of the Agreement, the City reserves the right to require proof from the Consultant that its subcontractors and subconsultants have insurance coverage. All subcontractors and subconsultants providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City as an additional insured. In certain circumstances, the Consultant may, on behalf of its subcontractors and subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subcontractors and subconsultants with respect to this Agreement.
- viii. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Oregon and with an "A.M. Best" rating of not less than A- VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

12. Work Product

All work produced by the Consultant is the exclusive property of the City. "Work Product" includes but is not limited to, technical drawings, prints, blueprints, schematics, research, reports, computer programs, manuals, drawings, plans, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason, a Work Product is deemed not to be a "work made for hire," the Consultant irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to Work Product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by executed of this Agreement, the Consultant-Architect grants the City an exclusive an irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

13. Public Records and Confidentiality

- i. Public Records Requests. Consultant acknowledges that the City is subject to the Oregon Public Records Act and federal law. Third persons may claim that the Consultant Confidential Information that Consultant submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidentially under this Agreement are all subject to the constraints of Oregon and federal laws. All information submitted by Consultant to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Consultant requests and meets an exemption from disclosure consistent with federal or Oregon law, in accordance with the process set forth in Section 13.iii. Within the limits and discretion allowed by those laws, the City will make a good faith effort to maintain the confidentiality of information.
- ii. Public Records Retention. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon public records and archiving laws.
- iii. Confidentiality.
 - a. Consultant's Confidential Information. During the term of this Agreement, Consultant may disclose to the City certain Consultant confidential information pertaining to Consultant's business ("Consultant Confidential Information"). Consultant shall be required to mark Consultant Confidential Information CONFIDENTIAL with a restrictive legend or similar marking, together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. If Consultant Confidential Information is not clearly marked, or the Consultant Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Consultant shall identify the Consultant Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Consultant Confidential Information. Consultant Confidential Information does not include information that (1) is or becomes (other than by disclosure by City) publicly known; (2) is furnished by Consultant to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than Consultant without the obligation of confidentiality, (5) is disclosed with the written consent of Consultant, or; (6) is independently developed by employees or agents of City who can be shown to have had no access to the Consultant Confidential Information. Subject to subsection (i) and (ii), the City shall:

(1) limit disclosure of Consultant Confidential Information to those directors, elected and appointed officials, employees, contractors and agents of the City who need to know the Consultant Confidential Information in connection with the Services and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Consultant Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.

- b. City's Confidential Information. Any and all information that the City provides to Consultant or its employees or agents in the performance of this Agreement that City designates as confidential (either on the document itself or through related correspondence), as well as all reports and other documents and materials that result from Consultant's use of such information and any other Work Product that City designates as confidential, is deemed to be confidential information of City ("City Confidential Information"). City Confidential Information does not include information that (1) is or becomes (other than by disclosure by Consultant) publicly known; (2) is furnished by City to others without restrictions similar to those imposed by this Agreement; (3) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (4) is obtained from a source other than City without the obligation of confidentiality, (5) is disclosed with the written consent of City, or; (6) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- c. Consultant shall treat as confidential any City Confidential Information that has been made known or available to Consultant or that Consultant has received, learned, heard or observed; or to which Consultant has had access. Consultant shall use City Confidential Information exclusively for the City's benefit in the performance of this Agreement. Except as may be expressly authorized in writing by the City, in no event shall Consultant publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Consultant shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors, subconsultants and agents of Consultant who need to know the City Confidential Information in connection with the Services and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Agreement, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Consultant employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Consultant's possession or custody or under its control. Consultant is expressly restricted from and shall not use the intellectual property rights of the City without the City's prior written

consent.

- d. Retroactivity. This Section shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Consultant and related to this Agreement.
- e. Survival. Consultant's confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
- f. Equitable Relief. Consultant acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of the Agreement's terms related to Confidential Information or intellectual property rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- g. Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

14. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

15. Changes in Work

Only the City Administrator or City's Project Manager may authorize a change order or extra work. Failure of Consultant to secure written authorization for a change order or extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized change order or extra work, and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

16. Early Termination of Agreement

- i. The City may terminate this Agreement or an individual Work Order for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
- ii. Either party may terminate this Agreement or an individual Work Order in the event of a material breach by the other party that is not cured. Before termination is permitted, the Party seeking termination shall give the other Party written notice of the breach, its intent to terminate, and thirty (30) calendar days to cure the breach. If the breach is not cured within 30 days, the Party seeking termination may terminate immediately by giving written notice that the Agreement or individual Work Order is terminated.

17. Remedies and Payment on Early Termination

- i. If the City terminates pursuant to Section 16(i), the City shall pay the Consultant for Services performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- ii. If the City terminates pursuant to Section 16(ii), the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- iii. If the Consultant justifiably terminates the Agreement or an individual Work Order pursuant to 16(ii), the Consultant's only remedy is payment for Services performed prior to the termination. No other costs or loss of anticipated profits shall be paid.
- iv. If the City's termination under Section 16(ii) was wrongful, the termination shall be automatically converted to one for convenience, and the Consultant shall be paid as if the Agreement or individual Work Order was terminated under Section 16(i).
- v. In the event of early termination, the Consultant's Work Product before the date of termination becomes property of the City.

18. Compliance with Applicable Law

Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as

amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal, state and municipal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

Certain Oregon laws apply to all public contracts in Oregon. The City's performance under the Agreement is conditioned upon Consultant's compliance with the applicable provisions in Exhibit C – OR Statutorily Required Contract Provisions, which are incorporated herein by this reference.

19. Records and Audits

- i. **Records Retention.** Consultant shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Consultant agrees to maintain and retain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement, for a minimum of six (6) years after all other pending matters in connection with this Agreement are closed, whichever is longer.
- ii. **City Audits.** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services at any time in the course of the Agreement and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- iii. **Access to Records.** The City may examine, audit and copy Contractor's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request. Access to said documents shall be granted within seven (7) days written notice, or such other earlier time as is reasonable under the circumstances.

20. Law of Oregon

This Agreement is governed by the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement shall be brought in the appropriate court of Clackamas County, Oregon.

21. Mediation, Trial By Jury, Attorneys' Fees

- i. Should any dispute arise between the Parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
- ii. The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation will be conducted in Canby, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party.
- iii. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury.
- iv. In any mediation or litigation arising under this Agreement, each Party shall bear its own fees and costs, including attorney fees.

22. Conflict of Interest

Consultant hereby certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Consultant, its employee(s), officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: (1) has responsibility in making decisions or ability to influence decision-making on the Agreement or project to which this Agreement pertains; (2) has or will participate in evaluation or management of the Agreement; or (3) has or will have financial benefits in the Agreement. Consultant understands that should it elect to employ any former City official/employee during the term of the Agreement, then that former City official/Consultant employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and any provisions of the City's Charter, Code, ordinances, or administrative rules.

23. Subcontractors and Subconsultants

The is solely and exclusively responsible to the City for the performance of the Services, notwithstanding any subcontracts that it enters into for the performance of the Services. Consultant shall provide a list of all subcontractors and subconsultants with which Consultant intends to utilize in providing Services. This list shall include such

information on their relevant qualifications as may be requested by City. City reserves the right to review and reject the Consultant's use of subcontractors and subconsultants where Owner has a reasonable objection. Consultant shall obtain Owner's written consent prior to entering into any subcontracts for any of the Services required by the Agreement.

24. General Provisions

- i. Successors and Assigns: Each party binds itself, and any partner, successor, executor, administrator or assign to this Agreement.
- ii. Assignment: Consultant shall not assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the City and no assignment shall be of any force or effect whatsoever unless and until the City has so consented. If City agrees to assignment of tasks to a subcontractor or subconsultant, Consultant shall be fully responsible for the acts or omissions of any subcontractors and subconsultants and of all persons employed by them, and neither the approval by City of any subcontractor or subconsultant nor anything contained in this Agreement shall be deemed to create any contractual relation between them and City.
- iii. Severability: In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the Parties when they entered into the Agreement.
- iv. No Third-Party Beneficiaries: Consultant and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- v. Non-Discrimination: Each Party agrees not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this Agreement.
- vi. Exclusivity: This is not an exclusive contract, and the City retains the right to contract with other entities or contractors for the same or similar goods or services as provided under this Agreement in the City's sole discretion.
- vii. Amendments: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the Parties. Consultant acknowledges that authority for amendments may be subject to the City's ordinance process.

- viii. Integration: This Agreement and attached Exhibits and Attachments constitutes the entire Agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.
- ix. No Waiver: 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.
- x. Order of Precedence: Should there be any conflict between the terms of this Agreement and the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control, and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's Proposal.
- xi. Survival: All provisions in this Agreement, which by their nature should remain in effect beyond termination or expiration of this Agreement, will survive until fulfilled.
- xii. Counterparts; Electronic Signatures: The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. The City and Consultant may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures.
- xiii. Independent Legal Review: The Parties, by the signature of their authorized representatives, acknowledge that they have read this Agreement, have performed an independent legal review, understand it, and agree to be bound by its terms and conditions.

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SIGNATURE PAGE

IN WITNESS HEREOF, the Parties hereby cause this Agreement to be executed.

ENGINEER OF RECORD

CITY OF CANBY

Authorized Signature Date

City Administrator Date

Printed Name and Title

EXHIBIT A
Work Order Form

This Work Order #[X] (“Work Order”) is entered between **the City of Canby** (“City”) and **[name]** (“Consultant”) (each a “Party” and collectively the “Parties”). This Work Order is issued under the authority of the Construction-Related Professional Services Agreement dated _____ between the City and Consultant (the “Master Agreement”) and is subject to all provisions of the Master Agreement, which is incorporated by reference.

- 1. Project Background.** The City has engaged Consultant to assist with engineer of record services for the City, including [generally describe the work under this work order] (the “Services”). Consultant shall these Services as described below.
- 2. Scope of Services.**
 - a. **Services.** Consultant shall perform the following Services:
 - b. **Deliverables and Delivery Schedule.** Consultant shall provide the following deliverables in accordance with the delivery schedule, both set forth below:
- 3. Key Personnel for this Work Order.** The City is engaging the expertise, experience, judgment and personal attention of the Key Personnel identified below.

Key Personnel	Position/Title	Role on Project

- 4. Compensation.**
 - 4.1 Maximum Not-to-Exceed Amount.** The maximum not-to-exceed compensation payable to Consultant under this Work Order, which includes reimbursable expenses is \$_____. If the maximum compensation is increased by amendment of this Work Order, the amendment must be fully effective before Consultant performs the Services subject to the amendment.
 - 4.2 Fees.** The City shall compensate Consultant for the performance of Services on the basis of Consultant’s time and materials in accordance with the following schedule:

[INLCUDE RATE/COMPENSATION SCHEDULE HERE]
 - 4.3 Reimbursable Expenses.** The City shall reimburse Consultant for any allowable reimbursable expenses up to maximum amount of \$_____ as follows:

1	Description of Expenses	\$.00
2	Description of Expense	\$.00
		Total
		\$.00

- 5. Effective Date and Term.** This Work Order is effective on the date it has been signed by the City and Consultant and will expire on ____, unless earlier terminated or extended.
- 6. Order of Precedence.** If a conflict, inconsistency or ambiguity arises in Work Order interpretation, this Work Order shall be interpreted in the following order of precedence: (a) this Work Order; (b) the Master Agreement.
- 7. Expiration.** Expiration of this Work Order does not extinguish or prejudice the City's right to enforce this Work Order with respect to any breach of a Consultant warranty or any default or defect in Consultant performance that has not been cured.
- 8. Modification.** No provision of this Work Order may be modified except in a writing signed by the City and Consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this Work Order on the dates set forth below.

Consultant:

City of Canby

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:

Phone/Email:

Phone/Email:

EXHIBIT B

ENGINEER OF RECORD ON-CALL SCOPE OF WORK

[This should include a general list of EOR services, NOT the work order services. These can be specifically drafted, text pulled from the RFP, or the City can incorporate terms from a Proposal. This should also include any specific payment terms, restrictions, reimbursable costs, hourly rates, fee proposal, etc.]

EXHIBIT C

Statutorily Required Public Contracting Provisions

Consultant shall observe all applicable state and local laws pertaining to public contracts. Pursuant to ORS Chapters 279A, 279B and 279C, which require every public contract to contain certain provisions, and other state law, the following provisions shall be a part of this contract, as applicable. All defined terms in this Attachment shall be interpreted in accordance with Solicitation or Contract Document and the relevant statutory provision. For professional services contracts, Contractor shall be read to mean Consultant, and Subcontractor shall be read to mean subcontractor or subconsultant.

1. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a disadvantaged, minority owned, woman owned, veteran owned, or emerging small business enterprise (certified under ORS 200.055.), or a business that is owned or controlled by, or employs a disabled veteran (as defined in ORS 408.225).
2. Pursuant to ORS 279B.220 or 279C.505, as applicable, Contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. Pursuant to ORS 279B.225, every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. Pursuant to ORS 279B.230(1) or 279C.530(1), as applicable, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
5. Pursuant to ORS 279B.230(2) or 279C.530.(2), as applicable, in every public contract, all subject employers working under the contract are either employers that will comply

with ORS 656.017 or employers that are exempt under ORS 656.126.

6. Pursuant to ORS 279B.235(1) and 279B.020 and ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - i. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - ii. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - iii. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 - iv. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
 - v. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
7. Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
8. Oregon Tax Law Compliance: Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Contract: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided

by Contractor; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

9. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Contract.
10. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing.

STANDARD HOURLY RATES

Effective January 1, 2025

Senior Principal Engineer	\$ 190.00
Principal Engineer	180.00
Project Engineer/Manager	165.00
Design Engineer/Sr. Design Tech	145.00
Design Technician/Inspector	115.00
Graphics Technician	100.00
Word Processing	90.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expenses, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Jeremy S. Thomas, CURRAN-MCLEOD, Inc
Agenda Item: Consider **Ordinance No. 1643**: An Ordinance Authorizing the City Administrator to Execute a Contract with DeWitt Construction in the Amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore project. *(First Reading)*
Goal: Align Resources to Address Future Community Growth
Objective: N/A

Summary

On April 24, 2025, the City of Canby received seven (7) bids for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project. This staff report is to recommend the City Council approve the award of the construction contract to DeWitt Construction in the amount of \$837,720.

Background

The scope of work consists of construction of approximately 1,000 LF of 8" sanitary sewer line with a bored crossing for Union Pacific Railroad in a 20" epoxy coated steel casing pipe with cathodic protection and a bored crossing for ODOT Highway 99E in a 20" uncoated steel casing pipe.

A bid tabulation is attached, and a summary of all bids is listed below:

1	Dewitt Construction	\$ 837,720.00
2	Lawson Corporation	\$ 899,996.00
3	Saunders Company	\$ 940,000.00
4	Canby Excavating	\$ 1,012,493.00
5	K&E Excavating	\$ 1,052,710.00
6	J.W. Fowler	\$ 1,122,951.00
7	Emery & Sons Construction	\$ 1,612,730.00

Discussion

This solicitation was advertised and completed in compliance with the public bid statutes in ORS 279C as a formal bid process. All seven (7) bids were reviewed for compliance with the bidding requirements, and all seven bids were deemed to be responsive and responsible.

DeWitt Construction has been active in the construction industry since 1990 and has no complaints, disciplinary actions, or debt noted on their CCB file.

Attachments

1. Ordinance No. 1643
2. Bid Tabulation

Fiscal Impact

This project was budgeted in FY24-25 & FY25-26

Options

1. Approve Ordinance No. 1643 as presented.
2. Do not approve Ordinance No. 1643.

Recommendation

Staff recommends Council approve Ordinance No. 1643.

Proposed Motion

"I move to approve Ordinance No. 1643 Authorizing the City Administrator to execute a contract with DeWitt Construction in the amount of \$837,720 for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project to a second reading on May 21, 2025".

ORDINANCE NO. 1643

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH DEWITT CONSTRUCTION IN THE AMOUNT OF \$837,720 FOR THE WALNUT STREET SANITARY SEWER HWY99E & RR BORE PROJECT.

WHEREAS, in accordance with the Public Contract requirements in ORS 279C, the City of Canby has heretofore formally advertised and received bids for the Walnut Street Sanitary Sewer HWY99E & RR Bore Project;

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 2, 2025;

WHEREAS, seven (7) bids were received and opened on April 24, 2025, at 2:00 pm in the City Hall Mount Hood Conference Room;

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 7, 2025, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

WHEREAS, the Canby City Council determined that the low-responsive bid was that of DeWitt Construction.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is 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 DeWitt Construction for Construction of the Walnut Street Sanitary Sewer HWY99E & RR Bore Project in the amount of \$837,720.

Section 2. Inasmuch as it is in the best interest and the safety and welfare of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist, and this ordinance shall therefore take effect immediately upon its enactment after final reading.

Section 3. The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 7, 2025; ordered posted as required by 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, May 21, 2025, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of May 2025, by the following vote:

YEAS _____

NAYS _____

ATTEST:

Brian Hodson, Mayor

Maya Benham, CMC
City Recorder



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Ordinance No. 1644**: An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876. (*First Reading*)
Goal: Plan a Transportation System that Eases the Impacts of Growth
Objective: N/A

Summary

Canby Area Transit (CAT) seeks authorization to purchase four (4) new eight-passenger, 22-foot Prime Time Med Transit Vans from Northwest Bus Sales. These vehicles will be utilized for Paratransit and Dial-A-Ride services.

Background

In 2021, CAT acquired one (1) Ford Transit Van for Dial-A-Ride operations. Since its deployment, the vehicle has demonstrated reduced maintenance and fuel costs compared to the larger Cutaway Buses. It is also equipped with a hydraulic lift system that effectively accommodates passengers with mobility devices. Currently, CAT operates three (3) Cutaway Buses—one (1) 23-foot and two (2) 26-foot models—that have exceeded the State's Useful Life Standards. To better meet operational needs and service demand, CAT proposes replacing one (1) 26-foot and one (1) 23-foot Cutaway Bus with four (4) Transit Vans, which will enhance the efficiency and reliability of the Dial-A-Ride service.

In 2024, CAT applied for a Section 5339 grant to support the purchase of new vehicles. In January 2025, CAT was awarded \$715,000 under this program, with a required 15% local match. The grant covers the purchase of four Transit Vans and one Cutaway vehicle.

Discussion

Dial-A-Ride is a critical service, primarily serving Canby residents who qualify for Paratransit services under the Americans with Disabilities Act (ADA). Transit Vans have proven to be more comfortable, fuel-efficient, and easier to maintain than the Cutaway Buses. They also provide better accessibility for mobility devices. These features are especially beneficial for frequent trips to Oregon City for education, employment, social services, legal matters, and medical appointments.

Attachments

- Ordinance No. 1644
- RFQ Analysis
- Price Quote and Response from Northwest Bus Sales

Fiscal Impact

The Section 5339 grant requires a 15% local match from CAT. Each Transit Van is priced at \$113,769. Additionally, CAT intends to purchase one extra set of rims and tires for \$2,800. The total purchase amount is \$457,876, requiring a local match of \$68,681.40, to be funded through the local payroll tax.

Recommendation

Staff recommends that the City Council authorize staff to execute and issue on behalf of the City of Canby (Canby Area Transit) the necessary Purchase Orders with Northwest Bus Sales.

Proposed Motion

"I move to approve Ordinance No. 1644, An Ordinance Authorizing the City Administrator to Purchase Four (4) Transit Vans for Canby Area Transit from Northwest Bus Sales in the amount of \$457,876 to a Second Reading on May 21, 2025."

ORDINANCE NO. 1644

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE FOUR (4) TRANSIT VANS FOR CANBY AREA TRANSIT FROM NORTHWEST BUS SALES IN THE AMOUNT OF \$457,876.

WHEREAS, the City of Canby, through Canby Area Transit (CAT), intends to purchase four (4) eight-passenger, 22-foot PRIME TIME MED Transit Vans to support Dial-A-Ride and Paratransit services;

WHEREAS, CAT has been awarded Grant Contract No. 35672 from the Oregon Department of Transportation (ODOT) – Rail and Public Transit Division, providing \$715,000 in Section 5339 grant funds, with a 15% required match;

WHEREAS, the grant funding for this vehicle purchase is included in the proposed budget for Fiscal Year 2025–2026 for the City of Canby;

WHEREAS, the purchase complies with ORS 279.820–279.855 and will be made through Statewide Price Agreement No. 35672, established for the State of Oregon and authorized participants of the Oregon Cooperative Purchasing Program (ORCPP) to acquire ADA-compliant transit vehicles;

WHEREAS, in accordance with grant agency requirements, CAT issued a Request for Quote (RFQ) on February 27, 2025, to all ORCPP vendors offering vehicles that meet CAT's specifications;

WHEREAS, responses to the RFQ were received by March 28, 2025, and three (3) vendors submitted quotes for the required eight-passenger vehicles;

WHEREAS, consistent with granting agency guidelines, the submitted quotes were evaluated based on a "best value" criterion, including cost, vehicle specifications, ADA compliance, and service suitability;

WHEREAS, the evaluation, comparison, and selection of the preferred vendor were reviewed and approved by the granting agency, ODOT Rail and Public Transit Division;

WHEREAS, Northwest Bus Sales submitted the highest-rated quote under Price Agreement No. 35672, offering the required vehicles at \$114,469 each (inclusive of scheduled options); and

WHEREAS, pursuant to Statewide Price Agreement No. 35672, all purchase orders accepted by Northwest Bus Sales constitute separate contracts.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1: The City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Area Transit), and on its behalf, the appropriate Purchase Order (contract) with Northwest Bus Sales for the procurement of four (4) eight-passenger, 22-foot PRIME TIME MED Transit Vans in the amount of Four Hundred Fifty-Seven Thousand Eight Hundred Seventy-Six Dollars (\$457,876).

Section 2: The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting held on Wednesday, May 7, 2025. This ordinance is ordered posted in accordance with the Canby City Charter and scheduled for second reading and final adoption at a regular City Council meeting on Wednesday, May 21, 2025, at 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby

From: Chris Welker – Northwest Bus Sales

Re: New Van Quote

Hi Todd,

Thank you for the opportunity to participate in your RFQ for Category E1 Vans. Northwest Bus Sales aims to be the most competitively priced provider of quality buses and vans, but where we really shine is in our support- both during and after the sale. Attached you will find our response to your RFQ. We appreciate your business and look forward to working with you on this purchase. If you have any questions regarding this quote, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☒ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: March 28, 2025
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase Grant Agreement # 35672
-

VENDOR (Business Name): Northwest Bus Sales, Inc.

Vendor Contact Person: Chris Welker **Phone:** 360-480-6021
Email Address: chrisw@nwbus.com **Alt Phone:** 253-841-9997

☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT) **Date:** February 27, 2025
Contact Person: Todd M. Wood, Transit Director **Phone:** 503.266.0751
Email Address: woodt@canbyoregon.gov **Fax:** 503.263.6284
Agency Address: PO Box 930, Canby, OR 97013

Kimberly Stanchfield from Knowledge In Mobility will be assisting with this purchase process. Send all questions, correspondence, RFQ submittals to both Kimberly at Kimberly@KnowledgeInMobility.com and Todd Wood as listed above.

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement **No. of Vehicles Required:** 4

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☐ Cat D ☒ Cat E 1 (select from 1 or 3)

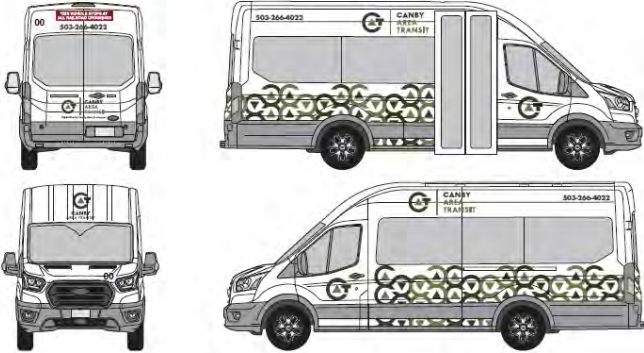
Length (can be range): 19' to 22' **Regular Seats:** 8 **ADA Stations/Tiedowns:** 2

Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane ☐ Electric

☒ High Floor ☐ Low Floor **Other Comment:** Ford Transit with oversized wheelchair stations
(or equivalent)

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION		VEHICLE BASE PRICE	
<i>This Section to be completed by Vendor</i>		<i>Enter base price from State Price Agreement below</i>	
Vehicle Make/Model: PrimeTime Med Transit			
Length: 20'		\$83,850	
Fuel Type: Gasoline			
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:			
No. of Regular Passenger Seats: 6 Base, 8 As-Bid			
No. of ADA Stations w/Tiedowns Desired: 1 Base, 2 As-Bid			
Other Special Note:			
B. VEHICLE REQUIRED SPECIFICATIONS			
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE		
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>		
1. At the end of the RFQ are 3 required certification attachments. Theses must be returned with the RFQ response. Failure to include will render your response non-responsive.	Attached		
2. All standard specs per State Price Agreement. Include a list of vendor provided standard specs with RFQ response including all chassis specs.	Attached		
3. High-ceiling, long wheelbase public transit van (Ford Transit, Mercedes, Dodge Ram or Equivalent) GVWR approx. 10,350 with dual rear wheels	Included in final price		
4. Replace side sliding passenger door with power operated double-out bi-fold door with power switch at driver console with right and left hand handrails and yellow step nosing. Attached photo of proposed door with RFQ response.	Included in final price Attached		
5. Battery disconnect switch accessible from base of driver seat or driver stepwell area. Switch to be Blue Sea Battery Disconnect switch (Part#: BS6006) or equivalent.	Included in final price		

6. Van exterior to be white	Standard
7. OEM Radio speakers to be disconnected. No sound but maintain camera and clock.	Included in final price
<p>8. Exterior graphics prepared & installed using 3M material</p> <p>Successful vendor will be supplied with PDF of graphics package.</p> 	Included in final price
9. Two (2) ADA securement stations for oversized wheelchairs with Q-Straint QRT (or equivalent). L track to run front back of van to maximize flexibility and space for wheelchair tiedowns (No Slide N Click)	Included in final price
10. Rear 1000# lift	Standard
11. Qty. (3) three double folding seats in passenger area behind driver and (2) two single folding seats on curbside (8 total passengers when all seats deployed). All seats to have gray vinyl anti-bacterial/anti-microbial coverings, PPE armrests, 3-Point seat belts and PPE aisle side grab handles.	Included in final price
12. Exhaust must exit out the driver side (not out the rear)	Standard
13. OEM driver seat to be power, 6 way adjustable and covered with black cloth	Included in final price
14. TDSS wheelchair storage under folding seats (no bags)	Included in final price (2)
15. Pre-wired for Two Way Radio – Radio will be placed to right of driver doghouse (installation should not interfere with doghouse opening)	Included in final price
16. Kenwood (or equivalent) digital 2-way radio system purchased & installed (Complete	Included in final price

Wireless in Salem is CAT vendor). CAT to provide location of radio before installation.	
17.2 USB ports in driver area (minimum)	Ford OEM
18. Floor to ceiling stanchion, modesty panel and plexiglass barrier behind driver. Please provide photo of this structure in a current van	Included in final price, Attached
19. Heat and AC for passengers adequate for local climate	OEM Heat/AC deemed adequate for all US climates by Ford
20. Yield sign like TRIMET (Triangle) with momentary switch and to auto cancel with left turn signal	Included in final price
<p>21. AngelTrax Vulcan (or equivalent) security camera system. Purchased & installed to match existing fleet as below:</p> <p><u>Transit Van:</u></p> <ul style="list-style-type: none"> • One (1) V1202HC Hard Drive Unit with a MSD64GB Memory Card Included • One (1) IPI26V2 Dash Camera looking forward out-front windshield (NOT ON WINDSHIELD) • One (1) IPI26V2 Camera Looking at Driver area from Passenger side • One (1) IPI26V2 Camera Looking at Passenger Doorway • One (1) IPSMB2800 Rear Backing Camera above rear doors • One (1) PARLX4K Interior Cameras in center of Van mounted on curbside • Two (2) PARLX4K Exterior Cameras in center of Van • One (1) CP4 Control/Backing Monitor 	Included in final price
22. Donation box with mounting stanchion/bracket. CAT to approve location before installation.	Included in final price
23. Altro flooring (or equivalent) throughout van – no carpet	Standard
<p>24. CAT uses the PASSIO technology system. Provide Portable Android MDT tablet with RAM mount on dash.</p> <p>Contact Darryl Baker at PASSIO for requirements</p> <p>678-825-3456 Darryl.baker@passiotech.com</p> <p>Agency will provide successful vendor with mounting location.</p>	Included in final price. Includes installation and first years service.
25. Body fluid kit – mounted in van before delivery	Included in final price
<i>Subtotal Cost of Required Options:</i>	
<i>Total Vehicle Cost With All Required Options:</i>	
	\$29,919
	\$113,769

Estimated Vehicle Privilege Tax (if billing to agency) – NOTE: ADA Modifications are exempt from tax		\$0	
Total Vehicle Cost With All Required Options and tax:		\$113,769	
C. VEHICLE PREFERRED OPTIONS			
Requesting Agency’s Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
1. One set of snow tires and wheels (mounted and balanced) – All weather tires	NO	\$2,800	
2. Q-Straint GO2 Oxygen holder (or equivalent)	NO	\$495	
Subtotal Cost of Preferred Options:		\$3,295	

Vendor's Signature:  Date Sent: 03/27/2025

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

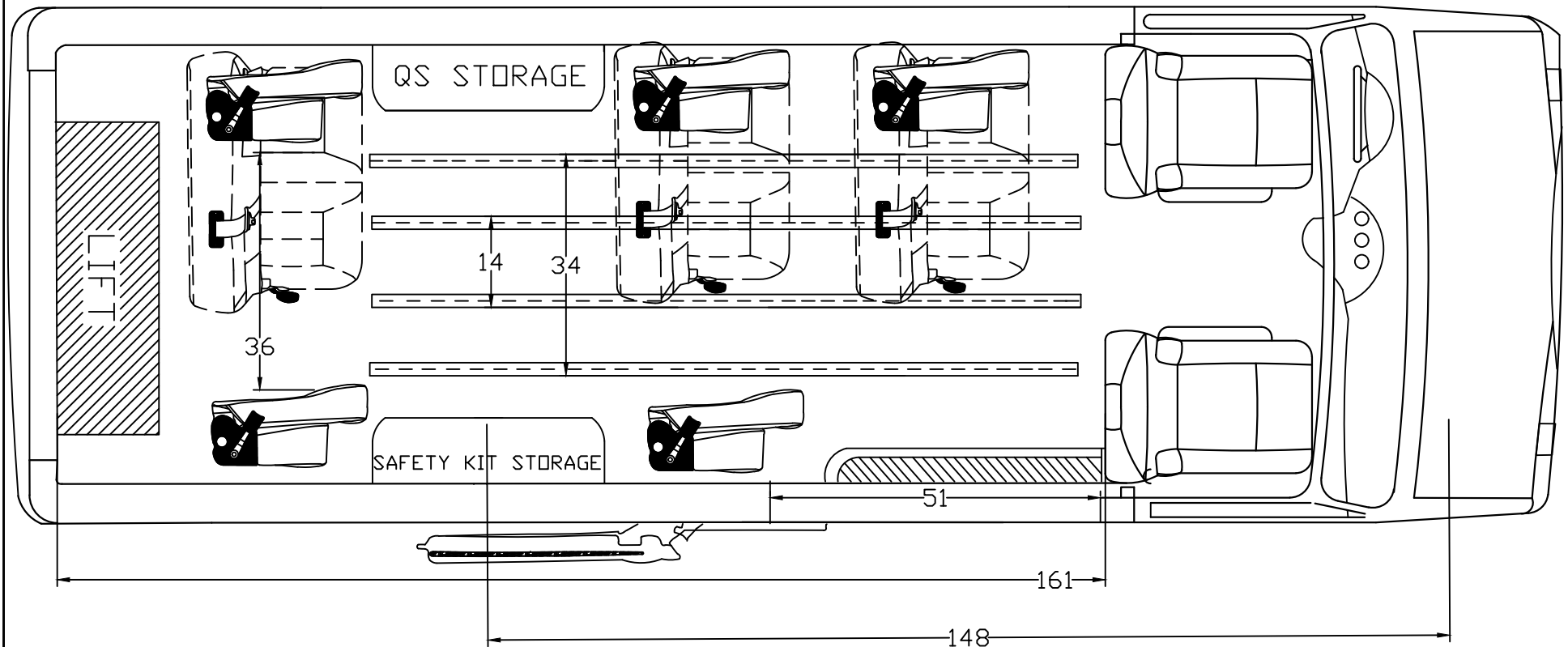
- ☐ **Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- ☒ **Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Vehicle Serviceability /Operating Characteristics (20 Points)
4. Agency Service/Warranty History with vendor and vendor references (provide 2 references) (20)
5. Please answer the following questions that will help the Fleet/Maintenance Departments determine the best value for the Agency. (30 Points)
 - ❖ Explain how warranty work and vendor repairs are proposed. Attach separate sheet if necessary.
 - ❖ Who transports vehicle for OEM and body repairs under warranty to the repair facility or are you going to reimburse our Fleet or Transit Department for travel time?
 - ❖ Where is the closest location of warranty repair facility for the body, chassis and optional equipment?
 - ❖ Explain response time on warranty service and repairs by your mobile technician?
 - ❖ Does or will your company pay for warranty repairs performed “in house” at our repair facility and at what rate?

PRIME TIME SV FLOOR PLAN

FORD TRANSIT 350 EL MTR-310-2-A



**NOTE: DIMENSIONS MAY NOT BE ACCURATE
THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.**

THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF PRIME TIME SV. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED BY PRIME TIME SV.

REV	LET	REVISIONS	BY	CHK	DATE	ECN	NO

City Council Packet - Page 71 of 136

TOL. UNLESS OTHERWISE SPECIFIED		DATE	ASSY #
DIM.	TOL.	8/12/19	
0.00	± 0.062"	CHKR	REL. DATE
0.000	± 0.031"	SUPERCEDES	
		DRAFTSMAN	
		BRAD M.	

PRIME TIME SV

NAME XXXXXXXXXXXXXXXXXXXXXXXXXX

SCALE DWG NO.

DISK NO. SHEET OF

Exhibit F-3

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Northwest Bus Sales, Inc.

Name of Bidder/Company
Name

Robert Goolsby

Type or print name

[Signature]

Signature of authorized
representative

Ashley E Voigt

Signature of notary and
SEAL



Date of Signature 08 29 2024

Exhibit F-4

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that states:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that states:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Northwest Bus Sales, Inc
Name Rob Gowlisby Title Sales Mgr
Signature [Signature] Date 8/8/24

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Exhibit F-5

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

Name Type or print Rob Goolsby

Signature of Authorized Representative



Da 8/29/24

Signature of notary and SEAL



Prime-Time Specialty Vehicles, Inc.

56616 Elk Park Dr.
Elkhart, IN 46516
USA

Voice: (574) 293-9191
Fax: (574) 293-3159

Quoted To:

Northwest Bus Sales
33207 Pacific Hwy S
Federal Way, WA 98003

Customer ID			
NW Bus Sales			

Quantity	Item	Description		
		2024 Ford Transit 350 X2C Body Code RWD 148" WB Medium Roof Passenger Van VIN: TBD White w./ Black Vinyl		
1.00		Ford Transit Med-Transit Pro		
1.00		OEM Interior - Headliner and Sidewalls		
1.00		LED Dome Lighting		
1.00		Wiring Harness		
1.00		Insulation		
1.00		Rear Speakers		
1.00		OEM AC and Heat		
2.00		Wheelchair Shoulder Belts		
2.00		L-Track Installation		
1.00		QS Tie Down Sets with Knobs and Adjustable Shoulder Belt (FDOT L-Track Kit)		
1.00		ADA Interlock w./ High Idle		
1.00		Braun Century 34x54 1000# - Rear Entry		
1.00		Altro Storm w./ Plywood Subfloor		
1.00		Freedman GO-ES Single Fixed		
2.00		Freedman GO-ES Double Fixed		
1.00		Dr.and Pass. Steel Powder Coated Boards		
1.00		PSV Safety Kit (Backup Beeper, First Aid,		

Continued

56616 Elk Park Dr.
Elkhart, IN 46516
USA

Fax: (574) 293-3159

Northwest Bus Sales
33207 Pacific Hwy S
Federal Way, WA 98003

Quantity	Item	Description		
1.00		Triangles, Fire Ext.,Belt Cutter Etc.)		
1.00		Priority Seating, ADA Decals		
1.00		Yellow Stainless Steel Grab Bar		
1.00		Engine Compartment Lights		
1.00		Rear Tire Mudflaps		

ORDOT BASE CHASSIS

CNGP530

VEHICLE ORDER CONFIRMATION

10/28/24 12:06:27

==>

Dealer: F53116

2025 TRANSIT NA

Page: 1 of 1

Order No: 0001 Priority: A4 Ord FIN: LC256 Order Type: 4B Price Level: 515
Ord Code: 301A Cust/Flt Name: PRIME TIME PO Number:

X2C	MR PASS XL RWD	21P	2W D/P PLZ VNYL
	148" WHEELBASE	425	50 STATE EMISS
YZ	OXFORD WHITE	57B	MANUAL A/C
V	VINYL	63E	DUAL BATTERIES
K	PALAZZO GRAY	92E	PRIVACY GLASS
301A	PREF EQUIP PKG	98F	FLEX FUEL CAPBL
	.XL TRIM		SP DLR ACCT ADJ
998	3.5L PFDI V6		SP FLT ACCT CR
44U	.10-SPEED TRANS		FUEL CHARGE
TC8	.235/65R16C BSW	B4A	NET INV FLT OPT
X7L	3.73 LS		DEST AND DELIV
	JOB #2 ORDER		
	FLEET SPCL ADJ		
	FRT LICENSE BKT		

20C 9500# GVWR

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QE05238

Picture of Bus Door



Picture of Driver Stanchion, modesty panel and plexiglass barrier behind driver





Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby

From: Chris Welker – Northwest Bus Sales

Re: RFQ – Canby 35672 – Vehicle Serviceability / Operating Characteristics

Hi Todd,

The Med-Transit proposed is built on the robust Ford U4X Transit chassis and modified by PrimeTime Specialty Vehicles (a Ford QVM certified upfitter). The van's powertrain and running gear are not modified during upfit and retain Ford OEM driving and servicing characteristics. Van chassis components can be serviced by any qualified repair facility or local Ford dealer.

The Med-Transit is designed with ease of use, functionality, longevity and comfort in mind. Only quality components, tested for durability, are used in the conversion. Many conversion components utilize industry proven products, such as the Braun lift, Q'Straint securements and Freedman seating. Operating the vehicle will feel familiar with the OEM drivers area and with industry standard components used.

The end result of the proposed conversion is the functionality of a much larger cutaway style bus with the driving and serviceability characteristics of a van.

If you have any questions regarding the serviceability or operating characteristics of this van, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Canby 35672 – References

Hi Todd,

Northwest Bus Sales has proudly been serving agencies in the State of Oregon since 2019. As newcomers at that time, we had to set ourselves apart from the competition by providing top-notch customer service at every opportunity- but this was nothing new to us. Over the years, we have developed relationships with many agencies and have been blessed with many repeat customers due to our after-the-sale support. Below, please find three references for your consideration.

Curry Public Transit

Contact Name: Dana Hall
Contact Phone: 541-412-8806
Contact Email: dispatch@currypublictransit.org

Description of relationship: Since 2020, we have completed orders of three, two, two and one units and are currently processing orders of one and two units- for a total of 11 buses sold over the past five years.

Grant County People Mover

Contact Name: Alesa Komning
Contact Phone: 541-575-2370
Contact Email: peoplemover@outlook.com

Description of relationship: Since 2020, we have completed orders of one, two, and one units and are currently processing an order for an additional unit- for a total of five buses and vans sold over the past five years.

Community Connection of Northeast Oregon

Contact Name: Kane Lester
Contact Phone: 541-963-2877
Contact Email: kane@ccno.org

Description of relationship: Since 2021, we have completed an order for one unit and are processing an additional five orders for a total of eight units over the past four years.

If you have any questions regarding these references, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

March 27, 2025

To: Todd M. Wood
City of Canby
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Canby 35672 – Warranty Work

Hi Todd,

Northwest Bus Sales takes the quality of our buses and vans very seriously and understands the frustration of a problem on a new vehicle- We believe that the sale does not stop at delivery. While the first point of contact for any technical or warranty issues will be our excellent sales staff, Northwest Bus Sales' parts and service department has direct lines of communication with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours. In urgent cases, a call can be made to the salesman during non-business hours, who can attempt to coordinate immediate assistance.

From the moment we are notified of a potential problem, the wheels are set in motion to find a solution. Our sales staff will communicate with our service department to find the quickest, most effective and efficient solution to the problem. Many times, a problem can be resolved with a phone call between our service staff and an on-site mechanic.

Ford Chassis components can have warranty repairs performed at any Ford Dealership, such as Power Ford or at any qualified facility. Conversion component repairs can be performed by any qualified facility with prior authorization. Response time is subject to availability at chosen repair facility. Mechanical failures requiring towing will be covered by Ford for 5 years / 60,000 miles. Response time is subject to availability at chosen repair facility. Non warranty repairs will be billed at the repair facility's standard rate.

For remote locations, our customers can contact us and troubleshoot the problem directly with our service department staff who will either answer their call immediately, or return the call within 1 hour. Warranty repairs can be completed by the customer's on-staff mechanic or an OEM or third-party repair facility (with prior authorization). Parts, and labor costs at book hours at a fair rate, will be reimbursed for the repair. We are fully committed to assisting our customers when problems arise - warranty or not.

A call to our office (800-231-7099) will always be answered during business hours, and our helpful staff will be able to connect customers with their salesperson, the parts department or the service department.

While all of our vehicles carry a comprehensive warranty by default, extended warranty coverage is available covering a variety of components and terms.

Certain actions may void warranty coverage. Typically, any modification to a system, lack of recommended maintenance or neglect has the potential to void coverage. We encourage our customers to check with us prior to making any changes or modifications to chassis components or auxiliary systems on the bus.

If you have any questions regarding the warranty process, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

ODOT PUBLIC TRANSIT VEHICLE PURCHASE					
Agency Name: City of Canby - Canby Area Transit (CAT)			Contact Person: Todd Wood, Transit Director		
Grant Agreement No. 35672		Date: 4/10/2025	Phone No. 503-266-0751		
STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION					
Vehicle Useful Life Category: D	No. of Vehicles To Be Purchased: 1		No. of Regular Seats: 20	No. of ADA Stations: 2	
Required Specifications:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)		
Additional Preferred Options:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)		
Best Value Factors (non-purchase-price)	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)		<input type="checkbox"/> Other (Attach list or document)		
PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):					
Requested Quotes	Vendor: Model1	Vendor: Schetky NW	Vendor: NW Bus	Vendor: NW Bus	Vendor: NW Bus
Vehicle Make/Model Proposed:	Starcraft Allastar 27' 20 passengers 2 wc	ElDorado Advantage 25' 21 passengers 2 wc	Ford E450 / HLE Mavryk 26' 21 passengers 2 wc	Ford E450/Endera 28' 21 passengers 2 wc	Ford E450/Turtle Top Terra Transit 28' 21 passengers 2 wc
Vehicle Base Price:	\$126,867	\$149,517	\$126,807	\$126,520	\$134,888
Cost of Required Specifications:	\$42,337	\$32,076.07	\$36,437	\$37,008	\$43,808
Total Vehicle Cost With Required Specifications:	\$169,204	\$181,593.07	\$163,244	\$163,528	\$178,696
Cost of Additional Preferred Options (if any - enter zero if none):	\$4,980	\$3,250.00	\$2,100	\$2,100	\$2,100
Total Vehicle Cost With Required and Preferred Options:	\$174,184	\$184,843.07	\$165,344	\$165,628	\$180,796

ODOT PUBLIC TRANSIT VEHICLE PURCHASE					
Agency Name: Canby Area Transit			Grant Agreement No: 35672		
STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2					
Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)					
Best Value Factors (non-purchase-price)	Vendor: Model1	Vendor: Schetky NW	Vendor: NW Bus	Vendor: NW Bus	Vendor: NW Bus
Scoring is based on (list factors/scores):	Starcraft	Eldorado	HLE	Endera	Turtle Top
Meeting Minimum Requirements	No - Missing middle seat in rear - No Altoona test provided	Yes	Yes	Yes	Yes
Lowest Price w/required options (30)	0	0	30	0	0
Vehicle Serviceability / Operating (20)	0	20	10	20	20
Service/Warranty References (20)	Lost confidence in the vendor based on recent activity	20	10	20	20
Fleet/Maintenance determination (30)	0	10	5	10	30
Total Rating Score or Evaluation:	0	50	55	50	70
Best Value Vehicle Selected:	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Explanation/Rationale for Vehicle Selected:	Model 1 did not meet requirements. Schetky was highest price. HLE is shorter than desired and has no known history. Endera fit and finish on demo buses evaluated was less desirable than Turtles Tops Fit and Finish on it's demo bus.				
AGENCY SIGNATURE (Required):					
Agency Representative (enter printed name and title below)			Phone No. / E-mail address (enter below)		
Todd M. Wood			woodt@canbyoregon.gov		
Signature of Agency Representative: <i>Todd M. Wood</i>			Date of signature: April 18, 2025		



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Todd Wood, Transit, Fleet Services, & IT Director
Agenda Item: Consider **Ordinance No. 1645**: An Ordinance Authorizing the City Administrator to purchase one (1) Transit Bus for Canby Area Transit in the Amount of \$180,796. (*First Reading*)
Goal: Plan a Transportation System that Eases the Impacts of Growth
Objective: N/A

Summary

Canby Area Transit (CAT) seeks authorization to purchase one (1) new twenty passenger, 28-foot Turtle Top Cutaway Bus from Northwest Bus Sales. This vehicle will be utilized for our Local Loop and 99X fixed route services.

Background

Currently, CAT operates three (3) Cutaway Buses that have exceeded the State's Useful Life Standards. To better meet operational needs and service demand, CAT proposes replacing one (1) 26-foot Cutaway Bus with one (1) 28' Cutaway.

In 2024, CAT applied for a Section 5339 grant to support the purchase of new vehicles. In January 2025, CAT was awarded \$715,000 under this program, with a required 15% local match. The grant covers the purchase of four (4) Transit Vans and one (1) Cutaway vehicle.

Discussion

Fixed route service is an essential service, primarily serving Canby residents who don't have reliable transportation for basic needs i.e. Employment, Education, Medical, Shopping, etc. In reviewing the proposals CAT has chosen a newer bus that has shown it to be higher quality with fit and finish.

Attachments

- Ordinance No. 1645
- RFQ Analysis
- Price Quote and Response from Northwest Bus Sales

Fiscal Impact

The Section 5339 grant requires a 15% local match from CAT. The Turtle Top bus is priced at \$178,696. Additionally, CAT intends to purchase one extra set of rims and tires for \$2,100. The total purchase amount is \$180,796.00, requiring a local match of \$27,119.40, to be funded through the local payroll tax.

Recommendation

Staff recommends that the City Council authorize staff to execute and issue, on behalf of the City of Canby (Canby Area Transit), the necessary Purchase Orders with Northwest Bus Sales.

Proposed Motion

"I move to approve Ordinance No. 1645, An Ordinance authorizing the City Administrator to Purchase One Transit Bus for Canby Area Transit from Northwest Bus Sales in the amount of \$180,796 to a second reading on May 21, 2025."

ORDINANCE NO. 1645

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE (1) TURTLE TOP CUTWAY BUS FOR CANBY AREA TRANSIT FROM NORTHWEST BUS SALES IN THE AMOUNT OF \$180,796.

WHEREAS, the City of Canby, through Canby Area Transit (CAT), intends to purchase one (1) twenty-passenger, 28-foot Turtle Top Cutaway Bus to support Fixed Route services;

WHEREAS, CAT has been awarded Grant Contract No. 35672 from the Oregon Department of Transportation (ODOT) – Rail and Public Transit Division, providing \$715,000 in Section 5339 grant funds, with a 15% required match;

WHEREAS, the grant funding for this vehicle purchase is included in the proposed budget for Fiscal Year 2025–2026 for the City of Canby;

WHEREAS, the purchase complies with ORS 279.820–279.855 and will be made through Statewide Price Agreement No. 35672, established for the State of Oregon and authorized participants of the Oregon Cooperative Purchasing Program (ORCPP) to acquire ADA-compliant transit vehicles;

WHEREAS, in accordance with grant agency requirements, CAT issued a Request for Quote (RFQ) on March 3rd, 2025, to all ORCPP vendors offering vehicles that meet CAT's specifications;

WHEREAS, responses to the RFQ were received by April 10, 2025, and three (3) vendors submitted quotes for the required twenty-passenger vehicles;

WHEREAS, consistent with granting agency guidelines, the submitted quotes were evaluated based on a "best value" criterion, including cost, vehicle specifications, ADA compliance, and service suitability;

WHEREAS, the evaluation, comparison, and selection of the preferred vendor were reviewed and approved by the granting agency, ODOT Rail and Public Transit Division;

WHEREAS, Northwest Bus Sales submitted the highest-rated quote under Price Agreement No. 35672, offering the required vehicles at \$180,796 each (inclusive of scheduled options); and

WHEREAS, pursuant to Statewide Price Agreement No. 35672, all purchase orders accepted by Northwest Bus Sales constitute separate contracts.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1: The City Administrator is hereby authorized and directed to make, execute, and deliver in the name of the City of Canby (Canby Area Transit), and on its behalf, the appropriate Purchase Order (contract) with Northwest Bus Sales for the procurement of one (1) twenty-passenger, 28-foot Turtle Top Cutaway Bus for a total Purchase Order Amount: One Hundred Eighty Thousand Seven Hundred Ninety-Six Dollars (\$180,796).

Section 2: The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting held on Wednesday, May 7, 2025. This ordinance is ordered posted in accordance with the Canby City Charter and scheduled for second reading and final adoption at a regular City Council meeting on Wednesday, May 21, 2025, at 7:00 p.m. in the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit

From: Chris Welker – Northwest Bus Sales

Re: New Bus Quote

Hi Todd,

Thank you for the opportunity to participate in your RFQ for a Category D Shuttle Bus. Northwest Bus Sales aims to be the most competitively priced provider of quality buses, but where we really shine is in our support- both during and after the sale. Attached you will find our response to your RFQ. We appreciate your business and look forward to working with you on this purchase. If you have any questions regarding this quote, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- ☒ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: April 10, 2025
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase Grant Agreement Number 35672

VENDOR (Business Name): Northwest Bus Sales, Inc.

Vendor Contact Person: Chris Welker Phone: 360-480-6021

Email Address: chrisw@nwbus.com Alt Phone: 253-841-9997

- ☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT) Date: 3/4/2025

Contact Person: Todd M. Wood, Transit Director Phone: 503.266.0751

Email Address: woodt@canbyoregon.gov Fax: 503.263.6284

Agency Address: PO Box 930, Canby, OR 97013

Kimberly Stanchfield from Knowledge In Mobility will be assisting with this purchase process. Send all questions, correspondence, RFQ submittals to both Kimberly at Kimberly@KnowledgeInMobility.com and Todd Wood as listed above.

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement

No. of Vehicles Required: 1

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☒ Cat D ☐ Cat E ____ (select from 1 to 3)

Length (can be range): @26' Regular Seats: 21 ADA Stations/Tiedowns: 2

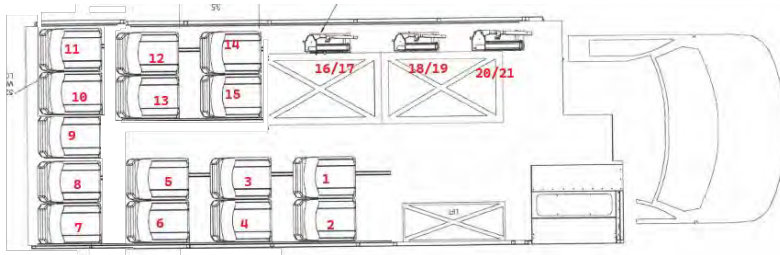
Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane

☒ High Floor ☐ Low Floor Other Comment: _____

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION		VEHICLE BASE PRICE	
<i>This Section to be completed by Vendor</i>		<i>Enter base price from State Price Agreement below</i>	
Vehicle Make/Model: Ford E450 Turtle Top Terra Transit		\$134,888	
Length: 28'			
Fuel Type: Gasoline			
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:			
No. of Regular Passenger Seats: 12 Base, 21 As-Bid			
No. of ADA Stations w/Tiedowns Desired: 2			
Other Special Note: Delivery estimated Late Q3 / Early Q4			
B. VEHICLE REQUIRED SPECIFICATIONS			
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE		
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>		
1. Altoona Test Executive Summary	Attached		
2. All standard specs per State Price Agreement - please include a list of vendor provided standard specs with RFQ response including all chassis specs	Attached		
3. Daytime running lights	Standard, OEM		
4. Mor/Ryde rear suspension system	Standard		
5. Driver side running board, heavy duty – 12" wide minimum	Standard		
6. Rear tow hooks	Included in final price		
7. Flat floor throughout bus. Small interior step into passenger area at top of entry steps approved. Interior step must have yellow band and lighting to reduce tripping hazard.	Standard		
8. Yield Sign with auto cancel	Standard		
9. Front Lift #1000. Provide floor plan options showing the following seating configuration (19 & 2). Must have folding seats behind driver for ease of loading and unloading wheelchair passengers	1000# Lift standard. Seating configuration included in final price		

Sample floorplan



10. Wheelchair securement storage on the bottom of foldaway seats – TDSS	Included in final price
11. 2 wheelchair stations in tandem behind driver with Q-Straint QRT (or equivalent) wheelchair securements and L Track run full length of bus on floor and wall for maximum flexibility	Standard, L-track run full length of wheelchair positions
12. Delete standard AM FM Radio	Comply
13. LED Destination Signs on side and front of vehicle include software and installation. Provide information/brochure for destination signs to be installed with RFQ response. Prefer Hanover or equivalent.	Included in final price Flyer attached
14. Controls to be installed in AM FM radio spot.	
15. Yellow Standee Line with sign	Standard
16. Overhead parcel rack one side only	Included in final price
17. Yellow Pull cord stop request system with sign and buttons or touch tape in wc area. Dual chime required.	Included in final price
18. Interior convex mirror to view passengers	Standard, 6x9"
19. Rear window Fresnel Lens installed	Included in final price
20. T-Slider windows. Rear and side Egress window (s) with emergency exit lights	Standard, red lights included in final price
21. 3 bike rack and mounting brackets installed for Sportwork bike rack with fat tire mounts or approved equivalent	Included in final price
22. Prewired for digital 2-way radio, Right of Doghouse	Standard
23. Digital Clock in driver area and placed within view of driver when seated. Prefer NOT mounted above driver head on front bulkhead. Prefer on dash.	Included in final price
24. Kenwood (or equivalent) digital 2-way radio system purchased & installed (Complete Wireless in Salem is CAT vendor)	Included in final price
25. CAT uses the PASSIO technology system.	
<ul style="list-style-type: none"> a. Provide Portable Android MDT tablet with RAM mount on dash. b. Provide Auto voice announcement tied to speakers. Hardware for AVA system to be secured in driver 	Included in final price, upfront costs only- not recurring fees

<p>overhead or other secure location with key lock.</p> <p>Contact Darryl Baker at PASSIO for requirements; 678-825-3456 or Darryl.baker@passiotech.com</p> <p>Agency will provide successful vendor with mounting location for RAM.</p>	
26. Diamond XV (or equivalent) Fare box w/ 1 vault installed and one spare shipped loose. Keyed for CAT buses	Included in final price
27. Manual drivers seat with matching fabric to passenger seats.	Standard
28. Freedman Featherweight mid high seats with CMI Tower 4000 Green seat covers or equivalent with armrests and grab handles.	Included in final price Armrests and grab handle on aisle seats
29. Delete passenger seatbelts and extenders	Included in final price
<p>30. Exterior and interior graphics prepared & installed</p> <p>Successful vendor will be supplied with PDF of graphics package.</p> <div data-bbox="100 827 857 1268"> </div>	<p>\$6,500 Graphics Allowance Included in final price.</p>
31. AngelTrax Vulcan 12 security camera system (or equivalent) with 8 cameras. Include backup view monitor for the rear facing camera. Purchased & installed to match existing fleet	Included in final price
32. Powder Coat Yellow – all railings, handrails and stanchions. Include entry door grab handles	Included in final price
33. Body fluid clean-up kit – installed	Included in final price
34. PA System with foot controlled boom microphone and speakers – vendor to coordinate location of microphone placement with CAT	Included in final price
35. Outside speaker for PA system	Included in final price
36. Altro Transflor Flooring or equivalent	Standard
37. Total of 5 keys per bus	Included in final price
38. Manual denominator counter with 8 buttons. Stacked 4 and 4. Mounted. See agency for location	Included in final price

before installation.

Subtotal Cost of Required Options: \$43,808

Total Vehicle Cost With All Required Options: \$178,696

Estimated Vehicle Privilege Tax (if billing to agency) – NOTE: ADA Modifications are exempt from tax \$0

Total Vehicle Cost With All Required Options and tax: \$178,696

C. VEHICLE PREFERRED OPTIONS

Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
1. Light on bike rack for night loading and unloading.	NO	\$250	
2. Auto tire chains – please identify mfg/brand offered.	NO	\$4,950	OnSpot
3. One set all weather snow tires on rims	NO	\$2,100	
Subtotal Cost of Preferred Options:		\$7,300	

Vendor's Signature:  **Date Sent:** 04/10/2025

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

- ☐ **Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- ☒ **Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Vehicle Serviceability /Operating Characteristics (20 Points)
4. Agency Service/Warranty History with vendor and vendor references (provide 2 references) (20)
5. Please answer the following questions that will help the Fleet/Maintenance Departments determine the best value for the Agency. (30 Points)
 - ❖ Explain how warranty work and vendor repairs are proposed. Attach separate sheet if necessary.
 - ❖ Who transports vehicle for OEM and body repairs under warranty to the repair facility or are you going to reimburse our Fleet or Transit Department for travel time?
 - ❖ Where is the closest location of warranty repair facility for the body, chassis and optional equipment?
 - ❖ Explain response time on warranty service and repairs by your mobile technician?
 - ❖ Does or will your company pay for warranty repairs performed “in house” at our repair facility and at what rate?

Exhibit F-3

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Northwest Bus Sales, Inc.

Name of Bidder/Company
Name

Robert Goolsby

Type or print name

[Signature]

Signature of authorized
representative

Ashley E Voigt

Signature of notary and
SEAL



Date of Signature 08 29 2024

Exhibit F-4

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that states:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017, more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that states:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Northwest Bus Sales, Inc
Name Rob Gowlsby Title Sales Mgr
Signature [Signature] Date 8/8/24

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Exhibit F-5

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

Name Type or print Rob Goolsby

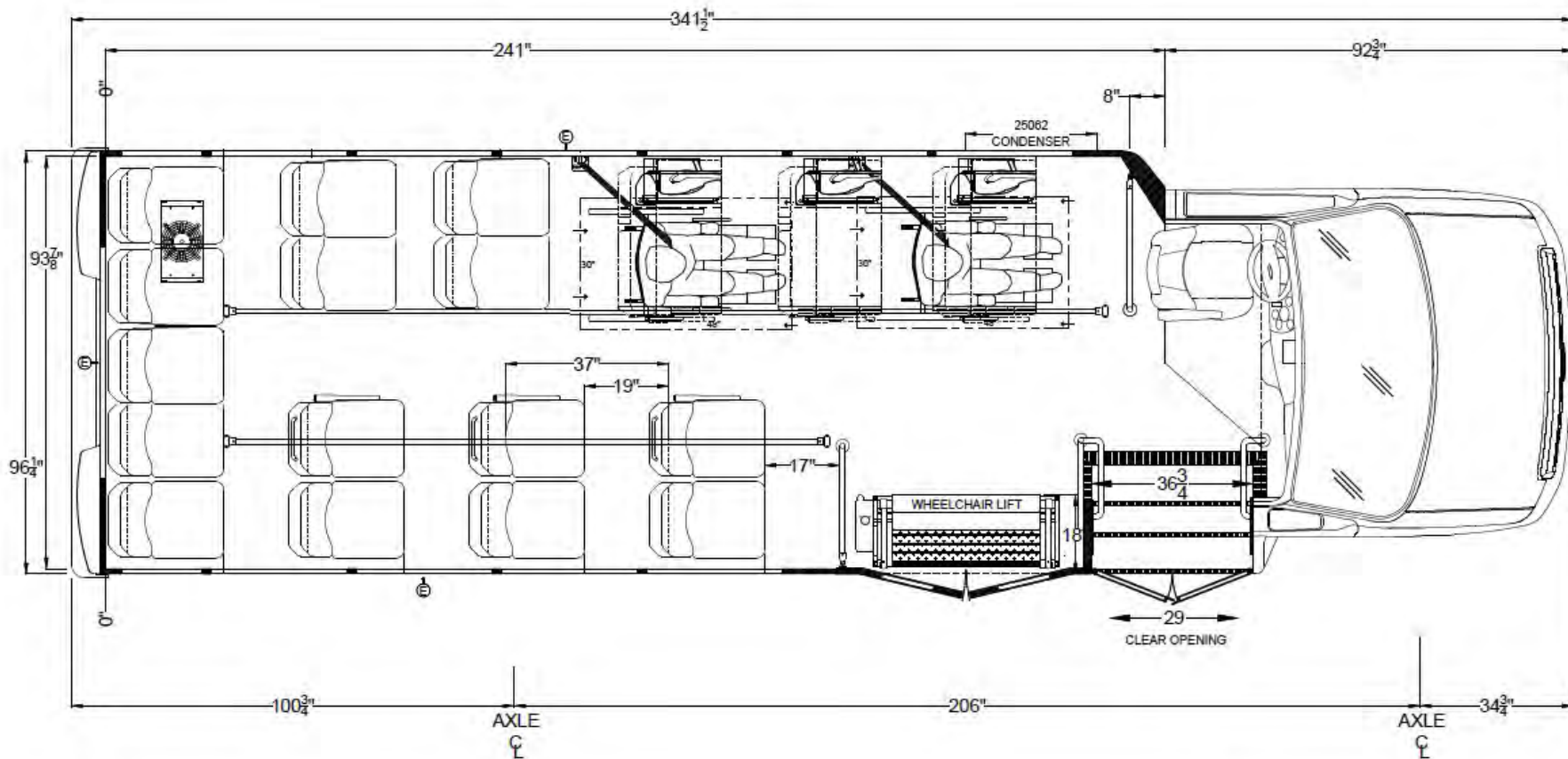
Signature of Authorized Representative



Da 8/29/24

Signature of notary and SEAL





NOTES

DS- 4.625 / 18.375 / 2 / 31 / 2 / 3-4-5-6-7 / 11.5 / 9.5
 PS- 4.625 / 18.375 / 2 / 31 / 2 / 3-4-5 / 17.5 / 48.5 /
 4.25 / 16.75

☒ 3 STEP ENTRY

TERRA TRANSIT

☐ 2 STEP ENTRY
 W/ WHEEL WELLS

THIS DRAWING
 AND THE
 INFORMATION
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 THEREON ARE
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 SHALL NOT BE
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 ANY MANNER
 WITHOUT OUR
 WRITTEN
 CONSENT

DRAFTSMAN NOTES:

TURTLE TOP BODY MODEL:

TERRA TRANSIT

OVER ALL LENGTH:
28' 11.625"

CHASSIS MAKE:
FORD E450

ORDER NUMBER:
QUOTE

DRAFTSMAN
AND

REVISION
ORG.

SCALE
DNS

DIMENSIONING TOLERANCE = +/- 3"

FLOOR LENGTH:
241"

CHASSIS FUEL TYPE:
GAS

CHASSIS GVWR:
14,500 lbs.

DRAWING NUMBER:
230502-A1

CONTACT TURTLE TOP AT 800-269-2106 FOR
 AVAILABILITY OF THIS FLOOR LAYOUT IF
 DRAWING DATE HAS EXCEEDED 90 DAYS.

DATE
5/2/2023



TURTLE TOP
*"To furnish the customer the best mid-sized
 bus in the industry in both quality of material
 and workmanship."*

EXECUTIVE SUMMARY

Turtle Top, a Division of Independent Protection Company, Inc. submitted a model Terra Transit, gasoline-powered 21 seat (including the driver) 22-foot bus, for a 5 yr. /150,000 mile STURAA test. The odometer reading at the time of delivery was 492 miles. Testing started on August 5, 2014 and was completed on September 22, 2014. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on August 13, 2014 and was completed on September 17, 2014.

The interior of the bus is configured with seating for 21 passengers including the driver. Note: this test bus is not designed to accommodate standing passengers. At 150 lbs. per person, this load results in a measured gross vehicle weight of 12,230 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 12,230 lbs. Due to the design not accommodating standing passengers the middle seated load weight segment was performed at the same 12,230 lbs. The final segment was performed at a curb weight of 9,110 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR's) or the Gross Vehicle Weight Ratings (GVWR's) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the six reported failures, three were Class 3 and three were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 15.69 seconds. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 22.11' at 20 mph, 44.19' at 30 mph, 75.43' at 40 mph and 91.99' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 25.35'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.178 inches with a permanent set ranging between -0.001 to 0.004 inches under a distributed static load of 7,875 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear; therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 7.3 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 7.28 mpg, 7.59 mpg, and 12.52 mpg respectively; with an overall average of 8.38 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

	Order Date	8/28/2024			Effective 2/5/24
	TT ORDER NUMBER:	Oregon Base 12+2	2024 Terra Transit		TURTLE TOP
	Distributor Name	Northwest Bus Sales, Inc.			
	Contact Name	Rob Goolsby			
	Address				
	City				
	State				
	Zip				
	Phone				
	Fax				
	Email				
	Client	State of Oregon			
	Contact Name	Category D 12+2 FRONT LIFT			
	Address				
	City				
	State				
	Zip				
	Phone				
	Fax				
	Email				
	Fleet or GPC Info.		(Low floor available on TT LD & MD upon request)	Floor:	Raised Floor
			Vehicle using Federal DOT Funding - Yes or No?		Yes
QTY.	PART_ID	DESCRIPTION	ADDITIONAL INFO.	UM	
	Chassis				
	TERRA TRANSIT MD				
1	E450 FORD CHASSIS	FORD E450 158" 7.3L GAS W/O DOOR	14,500# GVWR WITH 240 AMP OEM ALT. AND GASEOUS PREP, Cruise Control	EA	
1	POOL	CHASSIS POOL FEE	REQUIRED WHEN POOL CHASSIS IS USED	EA	
	Body	Limited Bumper to Bumper Standard Warranty 5 Years or 100K Miles			
	TERRA TRANSIT MD	Built on Ford E-Series and Chevy Chassis Only			
1	TT94208-24	TERRA TRANSIT, 94" BDY / 208" FLR		EA	
	Chassis Stretch / Suspension				
1	CHA201	CHASSIS MOD-WB STRCH, 158" to 176"	FORD E-SERIES CHASSIS ONLY	EA	
1	EXT701-RS	MOR-RYDE R/S REAR SUSPEN. SYSTEM	FOR FORD E-SERIES CHASSIS ONLY	EA	
1	EXT100F	FULL FRONT END ALIGNMENT - FORD E Series/ TRANSIT		EA	
	Door & Windows				
1	DRW121-TT	ENTRANCE DOOR - BUILT IN CAB, 36"	ELECTRIC DOOR, 36" CLEAR OPENING W/ 42" STEP PAN.	EA	
1	DRW305	KUBOTA KEY SWITCH - EXTERIOR		EA	
8	DRW505-TT	TOP T-SLIDER WINDOW		EA	
	Air Conditioning - VALEO Terra Transit MD				
1	ACNR236516-TT	VALEO A/C SYSTEM - 70K BTU	INCLUDES 23023 EVAPORATOR, 25065 TWO FAN SKIRT MOUNT CONDENSOR AND TM16 COMPRESSOR.	EA	
	Cllimate Control				
1	CLC101S	HEATER - AUXILIARY 70K BTU, 3 SPEED		EA	
1	CLC103	BOOSTER PUMP	REQUIRED WITH HEAT COIL IN A/C EVAP	EA	
	Para Transit				
1	PTR138	BRAUN NCL10003454 1,000# LIFT (Front Lift Location)	1,000# LIFT 34" WIDE x 54" LONG INCLUDES INTERMOTIVE FAST IDLE / INTERLOCK, PASSENGER ENTRANCE DOOR LIGHT IN HEADER, ADA SIGNAGE, CEILING MOUNTED GRAB/STANDEE RAILS, WHITE STANDEE LINE, PLACARD	EA	
1	PTR210	WHEELCHAIR DOOR - TRANSIT	SERIES 500 INCLUDES GAS STRUT, MAGNET SWITCH, 2 WINDOWS & DOME LIGHT OVER LIFT	EA	
2	Special	Q'STRAIN'T Q8606 QRT 360 KITw/ L TRACK TO MEET OREGON SPEC		EA	
388	PTR407	EXTRA "L"TRACK, PER INCH	ADDITIONAL "L TRACK" MOUNTED IN FLOOR & Above Window TO MATCH FLOORPLAN REQUEST	EA	
	Storage				
1	STO401	STORAGE COMPARTMENT-OVER DRIVER DOOR	NOT AVAILABLE WITH FRONT A/C	EA	
	Electrical				
1	ELE211-TT	TERRA TRANSIT PULLOUT BATTERY TRAY	INCLUDES RELOCATION OF OEM BATTERIES IN ENCLOSED BATTERY BOX WITH STAINLESS STEEL PULLOUT. NO BODY DISCONNECT SWITCH INCLUDED.	EA	
1	ELE212-TT	BODY DISCONNECT SWITCH	ADD TT STANDARD BODY DISCONNECT SWITCH TO PULLOUT BATTERY TRAY. REQUIRES ELE211-TT.	EA	
1	ELE240	SPEAKER PKG (4 SPEAKERS), OEM RADIO	2 OEM CAB & 4 BODY SPEAKERS TIED INTO OEM CHASSIS RADIO (CAN BE USED WITH ELE324)	SET	
1	ELE314	PREP FOR 2-WAY RADIO	Terminate Wires @ Right of Doghouse	EA	
1	ELE343	RVS BACKUP CAMERA - 7" MIRROR MONITOR	Includes: - 7 inch windshield mount LCD Monitor (Replaces OEM rearview mirror) - Blind Spot Assist System - Two side view blind spot cameras - One rear backup camera	EA	
1	SPECIAL	ELECTRICAL LEGEND	MOUNTED IN FRONT BULKHEAD AREA	EA	
1	SPECIAL	AS-BUILT SCHEMATICS (One REQ'D Per Run of Vehicles)	AS-BUILT ELECTRICAL SCHEMATIC DRAWINGS	EA	

Turtle Top - TERRA TRANSIT • Welded tubular steel cage w/ seat track mounted in floor & sidewalls • Welded perimeter steel floor frame supported by welds d "hat" channel" crossmembers • Flat floor with three step entry and Steel wheel well plates (Low floor w/ two step entry available) • Drive shaft guard(s) • Rear mud flaps • Re-route exhaust to driver's side • Steel cage primed with rust inhibitor • Underbody foam sealed and undercoated • 3/4" Coosa Composite subfloor • Fiberglass flat vertical sidewalls • Fiberglass front and rear cowls • One-piece fiberglass composite flex roof • Flat fiberglass composite lower body skirts • White fiberglass Gel coat exterior • Fender flaps, 1" polystyrene foam board insulation • Electric Water Shut-off Valve, on the return line • Interior Corner Boards Standard • Tinted solid windows (31" x 36.375") and (18" x 36,375") • Tinted solid side egress windows adequate to meet FMVSS 217 (31" w x 36.375" h) • Tinted solid rear egress window adequate to meet FMVSS 217 (54" x 26") • In cab entrance door - Aluminum, Electric Bi-fold 29" with AS2 tinted glass • In Cab Entrance Door • AS2 Tinted A-panel window in cab • LED uppin point running /clearance lights per FMVSS 108 (5 amber & 5 red) • LED Elongated stop/tail/turn lights • LED red rear pinpoint side marker lights • Red Reflectors at rear and at side marker • Locations (4) total • LED backup lights • LED license plate light • Heavy-duty steel black powder-coated rear bumper • Velvac exterior manual mirrors (L & R) on Terra Transit • Rosco exterior manual mirrors (L & R) on Terra Transit LD • Nitrogen tire inflation • 76" interior height • Smooth black Altro floor and stepwell • Durable bright white smooth fiberglass s interior composite ceiling and sidewalls • Modesty Panel & angled hand rail at left of entrance door, grab bar (18") at right of entrance door • Color-coded high temp GXL wiring harness with positive-lock, weatherproof connectors • 3" Round LED Dome Lights • LED overhead interior lighting.

equipment will negate the use of standard equipment listed above

NOTE - Some Optional

DEALER 58W 653

Suggested

E45F SD COMMERCIAL CUTAWAY VAN
 SPECIAL DEALER ACCOUNT ADJUSTM
 SPECIAL FLEET ACCOUNT CREDIT
 158 INCH WHEELBASE

YZ OXFORD WHITE
 XE MEDIUM FLINT NO UPHOLSTERY
 PREFERRED EQUIPMENT PKG.782A
 .STANDARD TRIM
 572 .AIR COND FRT ONLY-CFC FREE
 587 .ELEC AM/FM STEREO W/CLOCK
 646 .16X6 WHITE PAINTED STEEL WHLS
 99N 7.3L V8 PREMIUM-RATED ENG.
 44P ELEC 6-SPD AOD W/TOW-HAUL
 T68 .LT225/75R16E DRW HANKOOK
 X83 4.56 RATIO REGULAR AXLE X83
 516 SPARE TIRE/WHEEL NOT INCLUDED
 47B SHUTTLE BUS PREP PACKAGE
 .FRONT LICENSE PLATE BRACKET
 .ENGINE BLOCK HEATER
 .FRAME PUCKS (ISOLATORS)
 18A HIGH-SERIES EXT UPGRADE PKG
 JOB #2 ORDER
 FORD FLEET SPECIAL ADJUSTMENT
 SHUT BUS DIS-158/176 99L/S
 162 VINYL FLOOR COVERING, FRONT
 20F 14500# GVWR PACKAGE
 21S DRIVER CAPTAIN CHAIR W/O TRIM
 425 50 STATE EMISSIONS
 43D DRIVESHAFT UPGRADE
 525 CRUISE CONTROL
 54F EXTERIOR MIRROR DELETE
 57J AUX HEATER CONNECTOR PKG
 60X RIGHT HAND DOOR NOT INCLUDED
 .PASSENGER AIR BAG DELETE
 625 INSIDE REARVIEW MIRROR
 630 ALTERNATOR (240 AMP)
 656 FUEL TANK 55 GALLON CAPACITY
 672 FRONT MAX GAWR
 X NO TRIM
 942 DAYTIME RUNNING LIGHTS
 981 GASEOUS ENGINE PREP PACKAGE

 * NOT FOR AMBULANCE USE. *
 * FORD WARRANTY IS VOID IF *
 * USED AS AN AMBULANCE *

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to							
				Order Type	Ramp Code	Batch ID	Price Level
Ship to (if other than above)				Date Inv. Prepared		Item Number	Transit Days
				Ship Through			
Invoice & Unit Identification NO.			Final Assembly Point		Finance Company and/or Bank		
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	
City Council Packet - Page 103 of 136							

This invoice to be used for the billing of vehicles only

Dealer's copy


MECHANICAL DATA

CASE DIMENSIONS (excluding brackets)	W44 ¹ / ₂ " x H8 ¹ / ₄ " x D2" / W1131mm x H210mm x D50mm
DISPLAY VIEWING AREA	W42 ⁵ / ₈ " x H5 ³ / ₄ " / W1082mm x H147mm
CASE CONSTRUCTION	Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish
WEIGHT	10lbs / 4.5kg
CABLE EXIT POINTS (as viewed from back)	Top left, top right, bottom left, bottom right

DISPLAY DATA

MAXIMUM CHARACTER HEIGHT	5 ³ / ₄ " / 147mm
BRIGHTNESS	3500 cd/m ²
TEXT FORMAT	Static, paging or scrolling, 1 or 2 lines
FONT OPTIONS	Hanover fonts as supplied with HELEN programming software plus Windows™ fonts
DISPLAY TECHNOLOGY	High visibility LEDs (with integrated ambient light sensor)
COMMUNICATION INTERFACES	RS485 (standard), RS232, IBIS, J1708, J1939, Ethernet (via controller)

LED SPECIFICATION

LIFETIME	Approx. 100,000 hours dependent on temperature and current
SIZE AND TYPE	PLCC-2 SMT package W2.8mm x H3.5mm x D1.9mm
DOMINANT COLOUR WAVELENGTH	Amber 588 – 594nm (typically 591nm)
PITCH	Horizontal 9.7mm / vertical 10.2mm
VIEWING ANGLE (horizontal)	150°

ELECTRICAL DATA

OPERATING VOLTAGE	24Vdc nominal (18-32V) / 12Vdc nominal (10-32V)
NORMAL POWER CONSUMPTION (33% LEDs lit at 50% brightness)	10 watts (0.42A with 24V input and 0.84A with 12V input)
MAXIMUM POWER CONSUMPTION (all LEDs lit at 100% brightness)	29 watts (1.19A with 24V input and 2.38A with 12V input)
ELECTRICAL PROTECTION	Anti-surge, reverse polarity
DISPLAY PROCESSOR FUSE RATING	5A quick blow

OPERATIONAL DATA

TEMPERATURE RANGE (STORAGE)	-4°F to +158°F (-40°F to +176°F) / -20°C to +70°C (-40°C to +80°C)
------------------------------------	--------------------------------------------------------------------

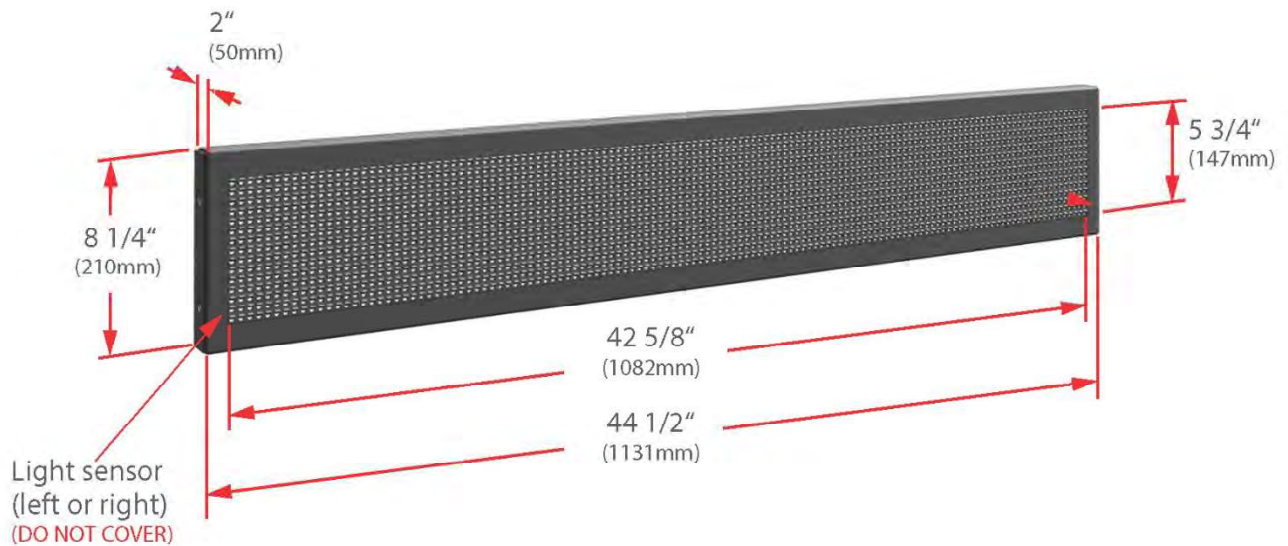
Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCBs) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate No. E11*10R06/01*10973*01.

Hanover Displays LED signs meet United Nations Automotive Burning Behavior Directive ECE R118. Certificate No. E1*118R03/01*0283*00.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant. Details subject to change.



MEASUREMENTS	WIDTH	HEIGHT	DEPTH
CASE DIMENSIONS (excluding brackets)	44 1/2" / 1131mm	8 1/4" / 210mm	2" / 50mm
DISPLAY VIEWING AREA	42 5/8" / 1082mm	5 3/4" / 147mm	

MECHANICAL DATA	
CASE CONSTRUCTION	Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish
WEIGHT	10lbs / 4.5kg
CABLE EXIT POINTS (as viewed from back)	Top left, top right, bottom left, bottom right

BUS BUILDER TO ENSURE THERE IS FULL ACCESS TO THE DISPLAY FOR SERVICING AND/OR REMOVAL FROM INSIDE THE VEHICLE.


MECHANICAL DATA

CASE DIMENSIONS (excluding brackets)	W32 ⁵ / ₈ " x H7 ³ / ₄ " x D2" / W830mm x H196mm x D50mm
DISPLAY VIEWING AREA	W30 ³ / ₄ " x H5 ¹ / ₄ " / W778mm x H132mm
CASE CONSTRUCTION	Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish
WEIGHT	8.8lbs / 4kg
CABLE EXIT POINTS (as viewed from back)	Top left, top right, bottom left, bottom right

DISPLAY DATA

MAXIMUM CHARACTER HEIGHT	5 ¹ / ₄ " / 132mm
BRIGHTNESS	3500 cd/m ²
TEXT FORMAT	Static, paging or scrolling, 1 or 2 lines
FONT OPTIONS	Hanover fonts as supplied with HELEN programming software plus Windows™ fonts
DISPLAY TECHNOLOGY	High visibility LEDs (with integrated ambient light sensor)
COMMUNICATION INTERFACES	RS485 (standard), RS232, IBIS, J1708, J1939, Ethernet (via controller)

LED SPECIFICATION

LIFETIME	Approx. 100,000 hours dependent on temperature and current
SIZE AND TYPE	PLCC-2 SMT package W2.8mm x H3.5mm x D1.9mm
DOMINANT COLOUR WAVELENGTH	Amber 588 – 594nm (typically 591nm)
PITCH	Horizontal 8.16mm / vertical 9.2mm
VIEWING ANGLE (horizontal)	150°

ELECTRICAL DATA

OPERATING VOLTAGE	24Vdc nominal (18-32V) / 12Vdc nominal (10-32V)
NORMAL POWER CONSUMPTION (33% LEDs lit at 50% brightness)	7 watts (0.28A with 24V input and 0.56A with 12V input)
MAXIMUM POWER CONSUMPTION (all LEDs lit at 100% brightness)	17 watts (0.72A with 24V input and 1.44A with 12V input)
ELECTRICAL PROTECTION	Anti-surge, reverse polarity
DISPLAY PROCESSOR FUSE RATING	5A quick blow

OPERATIONAL DATA

TEMPERATURE RANGE (STORAGE)	-4°F to +158°F (-40°F to +176°F) / -20°C to +70°C (-40°C to +80°C)
------------------------------------	--------------------------------------------------------------------

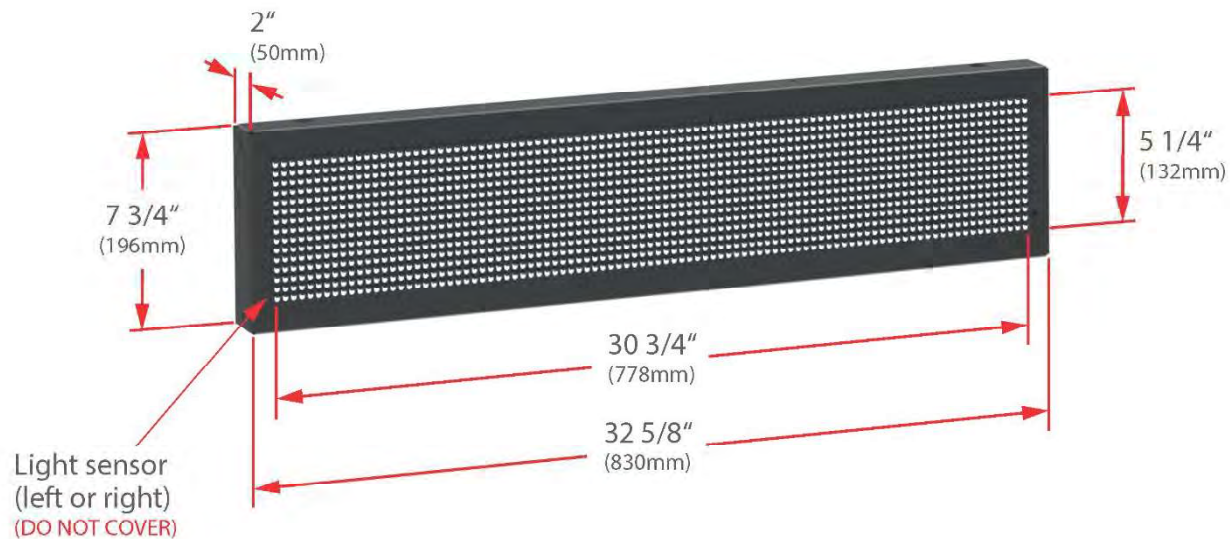
Product guaranteed for 12 years against faulty materials and/or workmanship.

Buy America compliant – Signs (including casework and PCBs) are all manufactured in the USA.

Hanover Displays LED signs meet Automotive EMC Directive ECE R10 as amended. Certificate No. E11*10R06/01*10973*01.

Hanover Displays LED signs meet United Nations Automotive Burning Behavior Directive ECE R118. Certificate No. E11*118R03/01*0283*00.

ADA, Equality Act 2010, PSV Accessibility Regulations & Annexe 11 compliant. Details subject to change.



MEASUREMENTS	WIDTH	HEIGHT	DEPTH
CASE DIMENSIONS (excluding brackets)	32 ⁵ / ₈ " / 830mm	7 ³ / ₄ " / 196mm	2" / 50mm
DISPLAY VIEWING AREA	30 ³ / ₄ " / 778mm	5 ¹ / ₄ " / 132mm	

MECHANICAL DATA	
CASE CONSTRUCTION	Punched and folded aluminum case (no welds) for increased strength. Matte black powder coated finish
WEIGHT	8.8lbs / 4kg
CABLE EXIT POINTS (as viewed from back)	Top left, top right, bottom left, bottom right

BUS BUILDER TO ENSURE THERE IS FULL ACCESS TO THE DISPLAY FOR SERVICING AND/OR REMOVAL FROM INSIDE THE VEHICLE.



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood

Canby Area Transit

From: Chris Welker – Northwest Bus Sales

Re: RFQ – Cat. D 35672 – Vehicle Operating Suitability

Hi Todd,

The shuttle bus proposed is built on the robust Ford E450 chassis and modified by Turtle Top (a Ford QVM upfitter). The powertrain and running gear are not modified during upfit and retain Ford OEM driving and servicing characteristics. Ford chassis components can be serviced by any qualified repair facility or local Ford dealer.

The Turtle Top is designed with ease of use, functionality, longevity and comfort in mind. Only quality components, tested for durability, are used in the conversion. Many conversion components utilize industry proven products, such as the Braun lift, Q'Straint securements and Freedman seating. Operating the vehicle will feel familiar with the OEM drivers area and with industry standard components used. The conversion components can be serviced by any qualified repair facility.

Turtle Top began producing the Terra Transit in 1978 making it the longest running product on the shuttle bus market, and for good reason. Turtle Top is widely known to be amongst the best built buses in the industry with attention to detail that surpasses industry standards by a wide margin. From the in-house manufactured structural members to the Coosa Composite standard flooring and composite body panels, attention to details and quality controlled construction methods prove themselves over and over again to result in a bus that lasts with less problems over the life of the bus.

Not all buses are created equal and the Turtle Top Terra Transit is proof that quality construction is worth doing right.

If you have any questions regarding the operating suitability of this bus, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Cat. D 35672 - References

Hi Todd,

Northwest Bus Sales has proudly been serving agencies in the State of Oregon since 2019. As newcomers at that time, we had to set ourselves apart from the competition by providing top-notch customer service at every opportunity- but this was nothing new to us. Over the years, we have developed relationships with many agencies and have been blessed with many repeat customers due to our after-the-sale support. Below, please find three references for your consideration.

Curry Public Transit

Contact Name: Dana Hall
Contact Phone: 541-412-8806
Contact Email: dispatch@currypublictransit.org
Description of relationship: Since 2020, we have completed orders of three, two, two and one units and are currently processing orders of one and two units- for a total of 11 buses sold over the past five years.

Grant County People Mover

Contact Name: Alesa Komning
Contact Phone: 541-575-2370
Contact Email: peoplemover@outlook.com
Description of relationship: Since 2020, we have completed orders of one, two, and one units and are currently processing an order for an additional unit- for a total of five buses and vans sold over the past five years.

Community Connection of Northeast Oregon

Contact Name: Kane Lester
Contact Phone: 541-963-2877
Contact Email: kane@ccno.org
Description of relationship: Since 2021, we have completed an order for one unit and are processing an additional five orders for a total of eight units over the past four years.

If you have any questions regarding these references, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com



Northwest Bus Sales, Inc
33207 Pacific Highway South
Federal Way, WA 98003
Phone (253) 841-9997
Fax (253) 845-9384
www.nwbus.com

April 10, 2025

To: Todd M. Wood
Canby Area Transit
From: Chris Welker – Northwest Bus Sales
Re: RFQ – Cat. D 35672 – Warranty Work

Hi Todd,

Northwest Bus Sales takes the quality of our buses and vans very seriously and understands the frustration of a problem on a new vehicle- We believe that the sale does not stop at delivery. While the first point of contact for any technical or warranty issues will be our excellent sales staff, Northwest Bus Sales' parts and service department has direct lines of communication with each of our manufacturers. All calls will be answered or returned within 1 hour during business hours. In urgent cases, a call can be made to the salesman during non-business hours, who can attempt to coordinate immediate assistance.

From the moment we are notified of a potential problem, the wheels are set in motion to find a solution. Our sales staff will communicate with our service department to find the quickest, most effective and efficient solution to the problem. Many times, a problem can be resolved with a phone call between our service staff and an on-site mechanic.

Ford Chassis components can have warranty repairs performed at any Ford Dealership, such as Dick's Canby Ford or at any qualified facility. Conversion component repairs can be performed by any qualified facility with prior authorization. Response time is subject to availability at chosen repair facility. Mechanical failures requiring towing will be covered by Ford for 5 years / 60,000 miles.

Response time is subject to availability at chosen repair facility. Non warranty repairs will be billed at the repair facility's standard rate.

For remote locations, our customers can contact us and troubleshoot the problem directly with our service department staff who will either answer their call immediately, or return the call within 1 hour. Warranty repairs can be completed by the customer's on-staff mechanic or an OEM or third-party repair facility (with prior authorization). Parts, and labor costs at book hours at a fair rate, will be reimbursed for the repair. We are fully committed to assisting our customers when problems arise - warranty or not.

A call to our office (800-231-7099) will always be answered during business hours, and our helpful staff will be able to connect customers with their salesperson, the parts department or the service department.

While all of our vehicles carry a comprehensive warranty by default, extended warranty coverage is available covering a variety of components and terms.

Certain actions may void warranty coverage. Typically, any modification to a system, lack of recommended maintenance or neglect has the potential to void coverage. We encourage our customers to check with us prior to making any changes or modifications to chassis components or auxiliary systems on the bus.

If you have any questions regarding the warranty process, please do not hesitate to call me on my cell at 360-480-6021.

Best Regards,

Chris Welker
Northwest Bus Sales
chris@nwbus.com
www.nwbus.com

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: City of Canby - Canby Area Transit (CAT)		Contact Person: Todd Wood, Transit Director	
Grant Agreement No. 35672	Date: 3/28/2025	Phone No. 503-266-0751	
STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION			
Vehicle Useful Life Category: E1	No. of Vehicles To Be Purchased: 4	No. of Regular Seats: 8	No. of ADA Stations: 2
Required Specifications:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
Additional Preferred Options:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
Best Value Factors (non-purchase-price)	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):			
Requested Quotes	Vendor: Model1	Vendor: NW Bus Sales	Vendor: Schetky NW
Vehicle Make/Model Proposed:	Forest River Vans	PrimeTime Med Transit	2025 Driverge Transit
Vehicle Base Price:	\$84,216	\$83,850	\$90,152
Cost of Required Specifications:	\$42,692	\$29,919	\$40,371.18
Total Vehicle Cost With Required Specifications:	\$126,908	\$113,769	\$130,523.18
Cost of Additional Preferred Options (if any - enter zero if none):	\$3,405	\$3,295	\$3,860
Total Vehicle Cost With Required and Preferred Options:	\$130,313	\$117,064	\$134,383.18

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Canby Area Transit

Grant Agreement No: 35672

STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)

Best Value Factors (non-purchase-price)	Vendor: Model1	Vendor: NW Bus Sales	Vendor: Schetky	Vendor:
Scoring is based on (list factors/scores):				
Meeting Minimum Requirements	* Power driver seat has carpet #13 & 23 * Exterior cameras not PAR:X4K	Yes	Yes	
Lowest Price w/required options (30)	0	30	0	
Vehicle Serviceability / Operating (20)	20	20	20	
Service/Warranty References (20)	20	20	20	
Fleet/Maintenance determination (30)	15	15	15	
Total Rating Score or Evaluation:	55	85	55	
Best Value Vehicle Selected:	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Explanation/Rationale for Vehicle Selected:	Best Price, Most complete, able to meet all requirements.			

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)

Phone No. / E-mail address (enter below)

Todd M. Wood, Director

503-266-0751

Signature of Agency Representative: *Todd M. Wood*

Date of signature: 04/09/2025



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Consider **Ordinance No. 1646**: An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor. (*First Reading*)
Goal: N/A
Objective: N/A

Summary

Consider Ordinance No. 1646: An Ordinance authorizing the City Administrator to enter into an agreement between the City of Canby and Lucy Heil, City Prosecutor.

Background

Ms. Heil has been the City of Canby City Prosecutor since 2020 and is in good standing. From 2020 to 2022, Municipal Court included a full criminal and traffic docket. In 2022, the criminal docket was cut. In November 2024, Municipal Court brought back the full case load of Criminal Court along with the traffic docket.

Ms. Heil's current contract is based on a minimal criminal docket. It does not consider the increased workload Ms. Heil has since the return of criminal court. Ms. Heil is now responsible for reviewing and filing new charges and prosecutes full criminal dockets twice per month. The City would like to continue Ms. Heil's contract with an increase to compensate her for the increased workload, as well as to remain competitive with the other local cities.

Jessica Roberts, Court Supervisor, did research on neighboring prosecutor salaries, which is detailed below:

Municipal Court	Monthly Salary	Average New Cases Per Year	Average New Cases Per Month	Average Pay Per Case
Canby	\$4,000 (currently)	175	15	\$266
Canby	\$5,000 (proposed)	175	15	\$333
Gladstone	\$3,500	105	9	\$389
West Linn	\$5,000	100	9	\$556
Oregon City	\$6,000	450-550	38-46	\$158-\$131

The prosecutor and public defender salaries have increased statewide and are currently in high demand. By giving Ms. Heil this increase, it would put her in a closer position to neighboring cities. We would like Ms. Heil to continue serving in this capacity as City Prosecutor.

Since the proposed increase will bring Ms. Heil's annual salary over \$50,000, it is necessary to bring the agreement before City Council.

Attachments

Ordinance No. 1646

Exhibit A to Ordinance No. 1646 - City Prosecutor Agreement

Fiscal Impact

With the increase, it would bring the agreement to \$60,000 for 2025. This has been placed in the upcoming budget line item.

Options

1. Approve Ordinance No. 1646.
2. Do not approve Ordinance No. 1646.

Proposed Motion

"I move to approve Ordinance 1646, An Ordinance authorizing the City Administrator to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor to a second reading on May 21, 2025."

ORDINANCE NO. 1646

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF \$60,000 BETWEEN CITY OF CANBY AND LUCY HEIL, CITY PROSECUTOR.

WHEREAS, on September 16, 2020, the City of Canby entered into an agreement with Lucy Heil as City Prosecutor and there have been amendments to the agreement to date;

WHEREAS, in November 2024, Criminal Court returned to Municipal Court with a full case load along with traffic docket;

WHEREAS, Ms. Heil's current contract does not consider the increased workload. Since January 1, 2025, Ms. Heil has filed 56 new misdemeanor matters in the Municipal Court. The court is currently averaging 20 criminal cases per court docket. It is projected that the court will receive 175 new misdemeanor cases in 2025. Additionally, Ms. Heil represents the City in probation and diversion violations and contested traffic violations. Ms. Heil's current contract was written based on her no longer needing to review and file new misdemeanor matters and her only representing the City on minimal cases that were previously filed in the Municipal Court and still on the court docket.

WHEREAS, the agreement would now increase over \$50,000; and

WHEREAS, the City of Canby desires to have Ms. Heil continue serving in the capacity as City Prosecutor and allows the City of Canby to continue agreement with Ms. Heil as City Prosecutor.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized to enter into an agreement in the amount of \$60,000 between the City of Canby and Lucy Heil, City Prosecutor.

Section 2. The effective date of this Ordinance shall be June 20, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 7, 2025 ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on May 21, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Maya Benham, CMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 21st of May, 2025, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

PROFESSIONAL SERVICES AGREEMENT FOR PROSECUTING ATTORNEY SERVICES

Recitals:

WHEREAS, the City of Canby, Oregon, herein after referred to as “City,” wishes to contract for attorney professional services with Lucy Heil, hereinafter referred to as “Prosecuting Attorney” for the limited purpose of providing legal prosecution services concerning criminal misdemeanors and lawyer-represented violation trials in Canby Municipal Court; and

WHEREAS, the Prosecuting Attorney remains in good standing with the Oregon State Bar Association; and

WHEREAS, the City and Prosecuting Attorney agree to be bound by the following terms and conditions of providing service and receiving compensation therefore.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises in set forth in this agreement (the “Agreement”), the parties agree as follows.

Terms and Conditions:

1. PURPOSE OF AGREEMENT:

It is hereby agreed that the Prosecuting Attorney will provide legal prosecution services for all criminal misdemeanor cases cited into Canby Municipal Court as well as assist with prosecution of violations when they have lawyer representation

- (A) Prosecuting Attorney’s services under this Agreement are set forth in “Exhibit A” attached hereto.
- (B) Prosecuting Attorney shall furnish to City its employer identification number as designated by Internal Revenue Service, or Prosecuting Attorney’s Social Security Number, as City deems applicable. **Prosecuting Attorney understands it is required to obtain a City of Canby Business License for conducting business in the City. Prosecuting Attorney agrees to obtain a Canby Business License prior to commencing work under this Agreement.**

2. COMPENSATION

- (A) The City will compensate the Prosecuting Attorney at the rate of \$5,000 per month with no withholdings reserved for any purpose.
- (B) Prosecuting Attorney shall furnish to City monthly invoices on the 1st of each month for services performed.
- (C) City agrees to pay Prosecuting Attorney out of funds budgeted for said purpose and to pay invoices on Council approval of Accounts Payable. Prosecuting Attorney understands that this is the only remuneration Prosecuting Attorney will receive from City.

3. EXCEPTIONS

Prosecuting Attorney is not required to prosecute defendants where there is a Bonafide conflict of interest as set forth in applicable sections of the Code of Professional Responsibility, if the conflict will not be waived by the defendant.

4. TENURE AND TERMINATION

The initial term of this Agreement will be effective from January 1, 2025 to December 31, 2025.

Either party can cancel this Agreement at any time upon sixty (60) days advance written notice to the other party to the Agreement of their intent to terminate. No cause is necessary for termination by either party, and Prosecuting Attorney understands her services are at the pleasure of the City Council and may be terminated when provided notice is given as set forth above.

5. PROSECUTING ATTORNEY AS INDEPENDENT CONTRACTOR

The parties agree that their intent is that the Prosecuting Attorney is a “legal independent contractor” and shall not be considered in any manner as an employee, officer or agent of the City of Canby.

6. PAYMENT OF EMPLOYEES

Prosecuting Attorney shall make payment promptly, as due, to all persons supplying to the Prosecuting Attorney labor or material for the performance of the work provided for in the Agreement; shall pay all contributions or amounts due the Industrial Accident Fund from the Prosecuting Attorney or any subcontractor incurred in the performance of the Agreement; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

7. WORKERS’ COMPENSATION COVERAGE

Prosecuting Attorney shall comply with ORS 656.017 unless exempt under ORS 656.126.

8. MEDICAL PAYMENTS

Prosecuting Attorney shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Prosecuting Attorney, of all sums which the Prosecuting Attorney agrees to pay for such services and all monies and sums which the Prosecuting Attorney collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

9. OREGON TAX LAW COMPLIANCE

Prosecuting Attorney must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Prosecuting Attorney (to the best of Prosecuting Attorney’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Agreement, represents and warrants that it has faithfully has complied with, and will continue to comply with during the term of this Agreement: (A) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) any tax provisions imposed by a political subdivision of this state that applied to Prosecuting Attorney, to Prosecuting Attorney’s property, operations, receipts, or income, or to Prosecuting Attorney’s performance of or compensation for any work performed by Prosecuting Attorney; (C) any tax provisions imposed by a political subdivision of this state that applied to Prosecuting Attorney, or to goods, services, or property, whether tangible or intangible, provided by Prosecuting Attorney; and (D) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Failure to comply with this section is a default for which the City may terminate the Agreement and seek damages and other relief available under the terms of the Agreement or under applicable law.

10. ASSIGNMENT OR TRANSFER RESTRICTED

The Prosecuting Attorney shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Prosecuting Attorney, either in whole or in part, without the City's prior Written consent. Unless otherwise agreed by the City in writing, such consent shall not relieve the Prosecuting Attorney of any obligations under the Agreement. Any assignee or transferee shall be considered the agent of the Prosecuting Attorney and be bound to abide by all provisions of the Agreement. If City consents in writing to an assignment, sale, disposal or transfer of the Prosecuting Attorney's rights or delegation of Prosecuting Attorney's duties, the Prosecuting Attorney shall remain liable to the City for complete performance of the Prosecuting Attorney as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing.

The Parties hereby cause this Agreement to be executed.

City of Canby: Eileen Stein
City Administrator

Lucy Heil
Attorney at Law

Date: _____

Date: _____

Exhibit A

CITY OF CANBY PROSECUTING ATTORNEY SCOPE OF WORK

Prosecuting Attorney shall provide effective and efficient legal representation for all criminal misdemeanors and lawyer-represented violation trials in the Canby Municipal Court at all stages of prosecution to include appeals at the Clackamas County Circuit Court and Municipal Court probation hearings.

The Canby Municipal Prosecutor shall:

- Adhere to City Personnel Policies
- Maintain good standing with the Oregon State Bar and stay up to date with changes in the law
- Communicate regularly with court staff, attorneys and police staff and return phone calls and emails within 48 hours
- Maintain regular office hours at a minimum of Mondays and Thursdays from 9 a.m. to 4 p.m. to provide open communication with police officers, court staff and attorneys. Prosecutor will notify staff when office hours will vary
- Review criminal cases submitted by Canby Police and consult with Canby Police as needed
- Make filing decisions with the Municipal Court and provide decline memos to the primary police officer explaining reasons for not filing charges
- Draft complaints and file with Municipal Court
- Refer potential felonies to Clackamas County District Attorney's Office
- Provide discovery to defense attorneys and respond to motions in a timely manner
- Negotiate plea deals with defense attorneys
- Work collaboratively with other court prosecutors as needed on pending cases
- Attend court sessions and represent the City as Prosecuting Attorney on cases filed in the Municipal Court, including but not limited to court and jury trials, probation violation hearings, diversion violation hearings, arraignments, pre-trial conferences and sentencing
- Determine conflicts of interest and seek waivers or find suitable alternatives
- Represent City of Canby in cases appealed to Clackamas County Circuit Court
- Provide coverage for courtroom appearances during vacation or leave of absence. If coverage is unavailable, provide Municipal Court with 60 days notice of absence.
- Maintain a list of community service options for defendants.



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Maya Benham, Administrative Director/ City Recorder
Agenda Item: Consider Resolution No. 1426: A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC. DBA "Astound".
Goal: N/A
Objective: N/A

Summary

Consider Resolution No. 1426, A Resolution Amending the Cable Television Franchise Agreement between the City of Canby and WaveDivision VII, LLC. DBA "Astound".

Background

The City and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017, extending a franchise to construct, operate, maintain, upgrade, repair and remove a cable system to provide cable service throughout the City of Canby.

The Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of franchise fees, as the City and Astound commenced and continued renewal negotiations.

The City and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of ten (10) years, expiring on June 21, 2030. The resolution authorizes the City Administrator to sign the extension agreement attached as Exhibit A to Resolution No. 1426.

Attachments

Resolution No. 1426

Exhibit A to Resolution No. 1426

Fiscal Impact

The revenue varies year over year based on the number of cable customers in the service area. That said, the city collected \$36,134 and \$53,822 in FY23 and FY24, respectively. With the popularity of streaming services, the city will probably not be receiving cable franchise fees like previous years. Currently, we have collected \$19,983 for FY25, well under the estimated budget of \$40,000. In other words, the fiscal impact for the city is less revenues from cable franchise fees. In terms of maximizing revenue, the cable franchise imposes the maximum allowed under federal law, which is 5% of gross revenues from Astound's cable service.

Options

1. Approve Resolution No. 1426 with an effective date of April 16, 2025, extending the Franchise Agreement with Astound.
2. Do not approve Resolution No. 1426.

Proposed Motion

"I move to adopt Resolution No. 1426 authorizing the City Administrator to sign the extension agreement expiring June 21, 2030, attached as Exhibit A.

RESOLUTION NO. 1426

A RESOLUTION AMENDING THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF CANBY AND WAVEDIVISION VII, LLC. DBA “ASTOUND”.

WHEREAS, the City and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the “Agreement”), extending a franchise to construct, operate, maintain, upgrade, repair and remove a cable system to provide cable service throughout the City;

WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of franchise fees, as the City and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the City and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

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

1. The City hereby agrees to extend the franchise granted to WaveDivision VII, LLC, doing business as Astound for a period of ten (10) years beyond the initial term of the Agreement, effective June 2017, such that the Agreement shall expire on June 21, 2030, and authorizes the City Administrator to sign the extension agreement attached hereto as Exhibit A on behalf of the City.
2. This Resolution will take effect May 7, 2025.

ADOPTED this 7th day of May, 2025, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

SECOND AMENDMENT TO FRANCHISE AGREEMENT

This Second Amendment to Franchise Agreement (the “**Second Amendment**”) executed as of the date of last signature below (the “**Effective Date**”) by and between the City of Canby, an Oregon municipal corporation (the “**Franchise Authority**”) and WaveDivision VII, LLC, a Washington limited liability company doing business as Astound Broadband, with offices at 650 College Road East, Suite 3100, Princeton, New Jersey, 08540 (“**Astound**”).

WHEREAS, the Franchise Authority and Astound entered into a resolution amending the Cable Television Franchise Agreement with an effective date of June 21, 2017 (the “**Agreement**”), extending a franchise to construct, operate, maintain, upgrade, repair and remove a Cable System to provide Cable Service throughout the City (as those capitalized terms are defined in the Agreement);

WHEREAS, the Agreement expired on June 21, 2020, and the authorizations and obligations set forth therein have remained in effect, and continue to be performed, including but not limited to assessment, collection, and remittance of Franchise Fees, as the Franchise Authority and Astound commenced and continued renewal negotiations in accordance with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and the parties continue to reserve all rights under Section 626 of Title VI of the Communications Act of 1934, as amended, and do not waive any rights related thereto; and

WHEREAS, the Franchise Authority and Astound believe it is in their mutual interest, and in the public interest, to extend the term of the Agreement for an additional period of time.

NOW THEREFORE, IT IS AGREED BY THE PARTIES:

1. Extension of the Franchise Term. The term of the Agreement is extended for a period of ten (10) years beyond the initial term set forth in the Agreement, effective June 17, 2017, such that the Agreement shall expire on June 21, 2030.
2. Change of Notice Provision. The address for notice to Astound is hereby amended to be:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: Jared Sonne, GM / SVP

With a copy for legal notice to:

WaveDivision VII, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: General Counsel

3. Miscellaneous. Except as expressly modified by this Second Amendment, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth therein, and are hereby ratified and confirmed. In the event of a conflict between the terms and conditions of

the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

4. Signature and Representation. The undersigned declare and represent that they are duly authorized to execute this Second Amendment and any and all document(s) necessary to effectuate this Second Amendment for and on behalf of their respective entities listed below, and in witness whereof the Franchise Authority and Astound have caused this Second Amendment to be executed as of the Effective Date.

CITY OF CANBY

By

Its

Date

WAVEDIVISION VII, LLC

By: Jared Sonne, GM / SVP

Its

Date



CITY COUNCIL Staff Report

Meeting Date: 5/7/2025

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, City Administrator
From: Same as above
Agenda: Consider **Resolution No. 1427**: A Resolution Authorizing a Rate Increase and Establishing A New Rate Schedule for Garbage Collection by Canby Disposal within the City of Canby.
Goal: N/A
Objective: N/A

Summary

Canby Disposal enjoys an exclusive franchise for garbage collection in the City of Canby. Canby Disposal is coming to the City Council per their franchise agreement to ask for an annual adjustment to the fees. Section 7.3 of the franchise agreement states that the company shall be entitled to an annual adjustment.

Canby Disposal is proud to be a part of such a great community and we value the partnerships we have with many of the amazing local organizations. Supporting our community through donations and sponsorships is very important to us. Over the last few years, we have donated thousands of dollars to groups such as The Canby Center, Canby Area Chamber of Commerce, Canby Kiwanis, Canby Volunteer Firefighters Association, Canby FFA, and many local sports organizations.

Background

Canby Disposal wrote a letter this spring to ask to adjust their rates under Section 7.3 of their exclusive franchise agreement. They are appearing before the Council, as the Council has to approve rate adjustments be resolution.

Under the agreement, Canby Disposal is entitled to an adjustment to their rates annually, so the discussion becomes whether the rate increases are in line with the methodology established in the franchise agreement—which calls for either 80% of the last year's CPI-U index or 5%, whichever is less. The agreement also states that the City will make a good faith effort to adjust rates by May 15th, so that they can be effective by July 1st.

Attachments

Resolution No. 1427

Exhibit A – Fee Schedule & Proposed Rates, Comparative Rates, & CPI Index

Fiscal Impact

None to the City

Options

Approve the rate as presented.

Offer a different rate based on the methodology set forth in the franchise agreement.

Proposed Motion

"I move to adopt Resolution No. 1427, a Resolution Authorizing a Rate Increase and Establishing a New Rate Schedule for Garbage Collection by Canby Disposal within the City of Canby."

RESOLUTION NO. 1427

A RESOLUTION AUTHORIZING A RATE INCREASE AND ESTABLISHING A NEW RATE SCHEDULE FOR GARBAGE COLLECTION BY CANBY DISPOSAL WITHIN THE CITY OF CANBY.

WHEREAS, CANBY DISPOSAL COMPANY has applied to the Canby City Council for approval of an over-all rate increase in accordance with Section 7.3 of the Franchise Agreement between City of Canby, Oregon, and Canby Disposal for Solid Waste, Recyclable Materials and Yard Debris Collection Services granted in Canby Ordinance No. 1328, dated June 16, 2010;

WHEREAS, CANBY DISPOSAL COMPANY has furnished sufficient evidence to the Council concerning the changes in costs and fees sufficient to calculate the aforementioned over-all rate increase using the agreed upon methodology; and

WHEREAS, the City Council has considered the evidence and information furnished by the Franchisee, and the Council is satisfied that the request is reasonable and justified.

NOW, THEREFORE, BE IT RESOLVED BY the City of Canby City Council that the application by CANBY DISPOSAL COMPANY for an over-all garbage collection rate increase as set forth in the attached EXHIBIT “A” is hereby approved, and said rates shall apply to services performed under the Franchise Agreement between City of Canby, Oregon, and Canby Disposal for Solid Waste, Recyclable Materials, and Yard Debris Collection Services effective July 1, 2025.

ADOPTED this 7th day of May, 2025, by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Maya Benham, CMC
City Recorder

Canby Disposal Company**City Rates (Residential includes weekly yard debris collection)**

Rates effective date July 1, 2025

CUURN400SA0, CUUSN400SA0

Residential Service:

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
20-gallon cart weekly curbside	\$ 28.83	Residential	\$ 29.30	1.60%
20-gallon cart weekly w/in 50' of road	\$ 33.64	Residential	\$ 34.18	1.60%
32-gallon cart weekly curbside	\$ 34.34	Residential	\$ 34.89	1.60%
32-gallon cart weekly w/in 50' of road	\$ 39.18	Residential	\$ 39.81	1.60%
32-gallon cart monthly curbside	\$ 17.16	Residential	\$ 17.43	1.60%
32-gallon cart monthly w/in 50' of road	\$ 19.56	Residential	\$ 19.88	1.60%
32-gallon cart on call service (new rate 2025)			\$ 12.50	
65-gallon cart weekly curbside	\$ 54.97	Residential	\$ 55.85	1.60%
65-gallon cart weekly w/in 50' of road	\$ 59.78	Residential	\$ 60.74	1.60%
95-gallon cart weekly curbside	\$ 60.94	Residential	\$ 61.92	1.60%
95-gallon cart weekly w/in 50' of road	\$ 65.76	Residential	\$ 66.82	1.60%
Yard Debris Subscription	\$ 7.71		\$ 7.84	1.60%
Additional 65-gallon Yard Debris Cart (new rate 2025)			\$ 7.50	

Commercial Service:

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
32-gallon cart weekly curbside	\$ 32.20	Commercial	\$ 32.72	1.61%
32-gallon cart weekly w/in 50' of road	\$ 32.20	Commercial	\$ 32.72	1.61%
65-gallon cart weekly curbside	\$ 48.30	Commercial	\$ 49.07	1.61%
65-gallon cart weekly w/in 50' of road	\$ 48.30	Commercial	\$ 49.07	1.61%
95-gallon cart weekly curbside	\$ 53.14	Commercial	\$ 54.00	1.61%
95-gallon cart weekly w/in 50' of road	\$ 53.14	Commercial	\$ 54.00	1.61%

Mobile Home Courts and Apartments

(Four or more units , where owner accepts and pays billing)

Extra Hauling

Extra trash - Can/Bag	\$ 8.05	Residential	\$ 8.18	1.61%
Extra trash - 1 yard (new rate 2025)		Commercial	\$ 30.00	
Extra yard debris	\$ 2.36	Residential	\$ 2.40	1.61%
Return Trip Fee (new rate 2025)			\$ 7.00	

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
21-gallon cart weekly curbside	\$ 23.27		\$ 23.65	1.61%
32-gallon cart weekly curbside	\$ 26.33	Residential	\$ 26.75	1.61%
65-gallon cart weekly curbside	\$ 45.30		\$ 46.03	1.61%
95-gallon cart weekly curbside	\$ 52.02		\$ 52.86	1.61%

*Note: If billed separately, regular residential rates apply.

Canby Disposal Company**City Rates (Residential includes weekly yard debris collection)****Rates effective date July 1, 2025**

CUURN400SA0,CUUSN400SA0

Container Service - Loose:

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
1.5-yard picked up 1x/week	\$ 196.11	Commercial	\$ 199.27	1.61%
1.5-yard picked up 2x/week	\$ 377.74		\$ 383.83	1.61%
1.5-yard picked up 3x/week	\$ 559.39		\$ 568.40	1.61%
1.5-yard picked up 4x/week	\$ 741.02		\$ 752.96	1.61%
1.5-yard picked up 5x/week	\$ 908.68		\$ 923.32	1.61%
1.5-yard picked up 6x/week	\$ 1,104.29		\$ 1,122.09	1.61%
2-yard picked up 1x/week	\$ 261.37	Commercial	\$ 265.58	1.61%
2-yard picked up 2x/week	\$ 507.63		\$ 515.81	1.61%
2-yard picked up 3x/week	\$ 753.88		\$ 766.03	1.61%
2-yard picked up 4x/week	\$ 1,000.13		\$ 1,016.24	1.61%
2-yard picked up 5x/week	\$ 1,246.39		\$ 1,266.47	1.61%
2-yard picked up 6x/week	\$ 1,492.66		\$ 1,516.71	1.61%
3-yard picked up 1x/week	\$ 353.29	Commercial	\$ 358.98	1.61%
3-yard picked up 2x/week	\$ 692.08		\$ 703.23	1.61%
3-yard picked up 3x/week	\$ 1,030.89		\$ 1,047.50	1.61%
3-yard picked up 4x/week	\$ 1,369.68		\$ 1,391.75	1.61%
3-yard picked up 5x/week	\$ 1,708.48		\$ 1,736.01	1.61%
3-yard picked up 6x/week	\$ 2,047.21		\$ 2,080.20	1.61%
4-yard picked up 1x/week	\$ 449.73	Commercial	\$ 456.98	1.61%
4-yard picked up 2x/week	\$ 884.96		\$ 899.22	1.61%
4-yard picked up 3x/week	\$ 1,324.39		\$ 1,345.73	1.61%
4-yard picked up 4x/week	\$ 1,755.46		\$ 1,783.75	1.61%
4-yard picked up 5x/week	\$ 2,190.69		\$ 2,225.99	1.61%
4-yard picked up 6x/week	\$ 2,625.95		\$ 2,668.26	1.61%
Additional 1.5-yard picked up 1x/week	\$ 181.63	Commercial	\$ 184.56	1.61%
Additional 1.5-yard picked up 2x/week	\$ 363.35		\$ 369.20	1.61%
Additional 1.5-yard picked up 3x/week	\$ 538.04		\$ 546.71	1.61%
Additional 1.5-yard picked up 4x/week	\$ 712.75		\$ 724.23	1.61%
Additional 1.5-yard picked up 5x/week	\$ 887.43		\$ 901.73	1.61%
Additional 1.5-yard picked up 6x/week	\$ 1,104.05		\$ 1,121.84	1.61%
Additional 2-yard picked up 1x/week	\$ 246.25	Commercial	\$ 250.22	1.61%
Additional 2-yard picked up 2x/week	\$ 493.49		\$ 501.45	1.61%
Additional 2-yard picked up 3x/week	\$ 732.93		\$ 744.74	1.61%
Additional 2-yard picked up 4x/week	\$ 972.32		\$ 987.99	1.61%
Additional 2-yard picked up 5x/week	\$ 1,211.73		\$ 1,231.26	1.61%
Additional 2-yard picked up 6x/week	\$ 1,451.14		\$ 1,474.53	1.61%
Additional 3-yard picked up 1x/week	\$ 338.79	Commercial	\$ 344.25	1.61%
Additional 3-yard picked up 2x/week	\$ 687.15		\$ 698.22	1.61%
Additional 3-yard picked up 3x/week	\$ 1,023.56		\$ 1,040.05	1.61%
Additional 3-yard picked up 4x/week	\$ 1,359.91		\$ 1,381.82	1.61%
Additional 3-yard picked up 5x/week	\$ 1,696.27		\$ 1,723.60	1.61%
Additional 3-yard picked up 6x/week	\$ 1,959.45		\$ 1,991.02	1.61%
Additional 4-yard picked up 1x/week	\$ 435.23	Commercial	\$ 442.24	1.61%
Additional 4-yard picked up 2x/week	\$ 887.82		\$ 902.12	1.61%
Additional 4-yard picked up 3x/week	\$ 1,324.46		\$ 1,345.80	1.61%
Additional 4-yard picked up 4x/week	\$ 1,761.10		\$ 1,789.48	1.61%
Additional 4-yard picked up 5x/week	\$ 2,197.72		\$ 2,233.13	1.61%
Additional 4-yard picked up 6x/week	\$ 2,634.37		\$ 2,676.82	1.61%

**Note: Compacted container rates shall be 2.5 times the loose rate*

Source Separated Food Waste: 90% of Commercial Rates

Canby Disposal Company**City Rates (Residential includes weekly yard debris collection)**

Rates effective date July 1, 2025

CUURN400SA0,CUUSN400SA0

Cleanup Containers:

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
3-yard container	\$ 107.65	Commercial	\$ 109.39	1.61%
4-yard container	\$ 137.73	Commercial	\$ 139.95	1.61%

Note: Price is per dump*Drop Box Services - Loose:**

Permanent Accounts

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
10-yard haul fee	\$ 125.98	Drop Box	\$ 128.60	2.08%
20-yard haul fee	\$ 125.98	Drop Box	\$ 128.60	2.08%
30-yard haul fee	\$ 164.21	Drop Box	\$ 167.63	2.08%
40-yard haul fee	\$ 179.86	Drop Box	\$ 183.60	2.08%

Occasional Accounts

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
10-yard haul fee	\$ 166.71	Drop Box	\$ 170.17	2.08%
20-yard haul fee	\$ 166.71	Drop Box	\$ 170.17	2.08%
30-yard haul fee	\$ 206.33	Drop Box	\$ 210.63	2.08%
40-yard haul fee	\$ 224.25	Drop Box	\$ 228.91	2.08%

Note: Price is for haul fee only; disposal and franchise fees are extra*Drop Box Services - Compacted:**

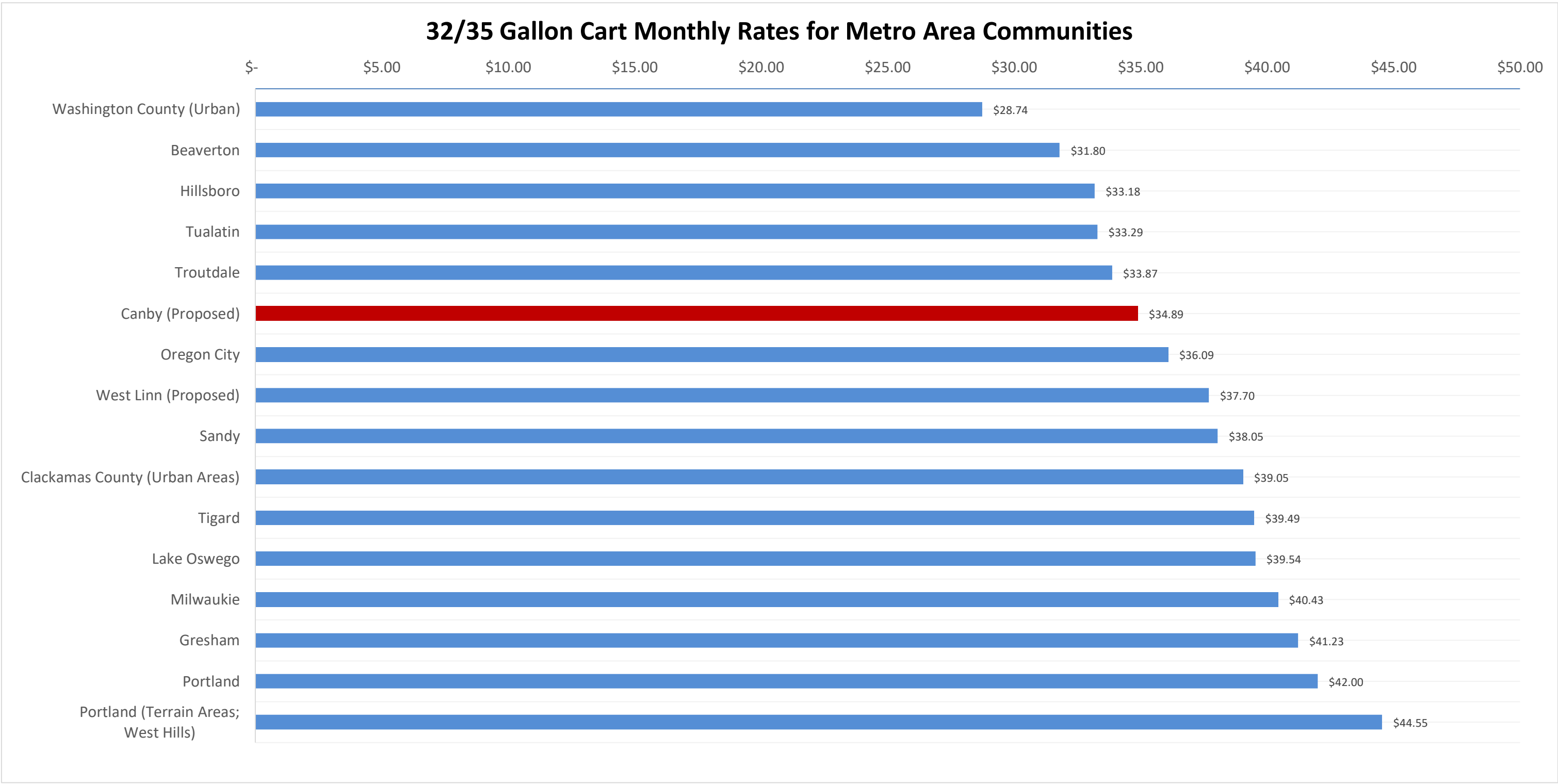
<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
Under 20 yards (rate per haul)	\$ 143.80	Drop Box	\$ 146.79	2.08%
20-29 yards (rate per yard)	\$ 8.83	Drop Box	\$ 9.01	2.08%
30-39 yards (rate per yard)	\$ 7.91	Drop Box	\$ 8.07	2.08%
40 yards or more (rate per yard)	\$ 6.96	Drop Box	\$ 7.10	2.08%

Note: Price is for haul fee only; disposal and franchise fees are extra*Demurrage Charge:**

<u>Service Type</u>	Current Rate July 1, 2024	Method	Proposed Rate July 1, 2025	Percent Increase
Permanent accounts (per month)	\$ 96.93	Drop Box	\$ 98.95	2.08%

Solid Waste/Recycling Rate and Service Comparisons of Communities in the Metro Area as of February 2025

CUURN400SA0,CUUSN400SA0	Beaverton	Sandy	Washington County (Urban)	Canby (Proposed)	Hillsboro	Tigard	West Linn (Proposed)	Tualatin	Lake Oswego	Troutdale	Gresham	Milwaukie	Clackamas County (Urban Areas)	Oregon City	Portland	Portland (Terrain Areas; West Hills)
20-gallon Cart	\$ 27.25	\$ 31.96	\$ 26.39	\$ 29.30	\$ 28.56	\$ 35.41	\$ 31.64	\$ 28.36	\$ 29.20	\$ 28.19	\$ 35.46	\$ 34.72	\$ 33.45	\$ 28.74	\$ 36.70	\$ 39.50
32/35-gallon Cart	\$ 31.80	\$ 38.05	\$ 28.74	\$ 34.89	\$ 33.18	\$ 39.49	\$ 37.70	\$ 33.29	\$ 39.54	\$ 33.87	\$ 41.23	\$ 40.43	\$ 39.05	\$ 36.09	\$ 42.00	\$ 44.55
60/65 gallon Can/Cart	\$ 47.85	\$ 60.88	\$ 41.71	\$ 55.85	\$ 45.78	\$ 45.96	\$ 60.38	\$ 44.40	\$ 58.90	\$ 40.05	\$ 54.19	\$ 52.72	\$ 51.25	\$ 50.58	\$ 47.00	\$ 49.10
90/95 gallon Can/Cart	\$ 56.50	\$ 67.73	\$ 49.31	\$ 61.92	\$ 58.27	\$ 52.01	\$ 66.40	\$ 49.89	\$ 62.37	\$ 48.69	\$ 61.59	\$ 62.68	\$ 61.10	\$ 54.69	\$ 53.85	\$ 55.45
Yard Debris: Cart Size	60-gallon	65-gallon	60-gallon	65-gallon	60-gallon	60-gallon	65-gallon	90-gallon	60-gallon	60-gallon	60-gallon	65-gallon	65-gallon	65-gallon	60-gallon	60-gallon
Yard Debris: Frequency	Weekly	Weekly	EOW	Weekly	EOW	EOW	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Recycling: Container	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Cart	Carts	Cart	Cart	Cart
Recycling: Size	60 gallon	95-gallon	96 gallon	95-gallon	95 gallon	90 gallon	95-gallon	65-gallon	60-gallon	60 gallon	60-gallon	60-gallon	65-gallon	95 gallon	60 gallon	60 gallon
Recycling: Glass	Weekly	Weekly	EOW	Weekly	EOW	Monthly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
Effective Date	10/1/2024	3/1/2025	8/1/2024	7/1/2025	8/1/2024	8/1/2024	7/1/2025	1/1/2024	2/1/2025	8/1/2023	7/1/2024	9/1/2024	8/1/2024	9/1/2024	7/1/2024	7/1/2024
Information Source	Waste Management Website	City of Sandy Rate Schedule	Waste Management Website	City of Canby Rate Schedule	Waste Management Website	Waste Management Website	Waste Management Website	City of Tualatin Website	City of Lake Oswego Website	Waste Management Website	Waste Management Website	Waste Management Website	Clackamas County Rate Schedule	Confirmed via Oregon City Garbage 2/20/2023	City of Portland Website	City of Portland Website



Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURN400SA0,CUUSN400SA0
Not Seasonally Adjusted
Series Title: All items in West - Size Class B/C, all urban consumers, not
Area: West - Size Class B/C
Item: All items
Base Period: DECEMBER 1996=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813	168.425	169.267	169.477	169.977	171.226	172.214	172.722	167.642	164.471	170.814
2022	174.269	175.890	178.019	179.339	180.810	182.790	183.277	183.543	184.088	185.410	184.626	183.686	181.312	178.520	184.105
2023	184.717	185.968	187.301	188.008	188.833	189.295	189.737	190.368	191.238	191.321	190.409	190.095	188.941	187.354	190.528
2024	191.586	191.874	194.047	194.913	194.709	194.203	193.360	193.662	194.320	194.632	194.491	194.384	193.848	193.555	194.142

2.60%2024 Annual Change

2.08%80% of Annual Change



March 26, 2025

Eileen Stein
Canby City Administrator
222 NE 2nd Avenue
Canby, OR 97013

Re: Proposed July 1, 2025, Rate Adjustment - City of Canby Solid Waste and Recycling Services

Dear Eileen,

As a result of increases in inflation, Canby Disposal Company proposes to make rate adjustments for solid waste and recycling services delivered to Canby customers effective July 1, 2025. The net effect of these cost increases to the typical 35-gallon cart single family customer in Canby is \$.55 per month.

We propose to carry out the interim year methodology described in Section 7.3 of the franchise agreement between The City of Canby and Canby Disposal Company that lays out the formula for calculating annual rate adjustments. For the purposes of this calculation, rates shall be composed of three (3) components: a monthly collection rate, a monthly disposal rate, and a franchise fee. Itemized below are the relevant subsections that explain the calculations required to arrive at the rate as delineated in section 7.3 of the agreement. Section 4.1.1 of the agreement explains the calculations required to arrive at the franchise fee component of the rate.

7.3 Annual Adjustment of Rates

7.3.1 Annual Adjustment

Subject to the terms herein, the Company shall be entitled to an annual adjustment of all rates. Each rate includes and operating component and tipping fee component, which are annually adjusted. The City Council shall make a good faith effort to approve adjusted rates by May 15 of each year, and such rates shall be effective on July 1. If rate adjustments are not approved by May 15, then prior rates remain in effect until such adjustment is made.

7.3.2 Adjustment of the Operating Component

The original contract utilizes a Half1 component of the Portland-Salem CPI-U index. When the Bureau of Labor and Statistics stopped producing this index in 2019, we migrated to the CPI-U West B/C index, which is published monthly. We are utilizing the annual change in the revised index as of the most recent December.

The operating component of the rates specified in Exhibit 2 shall be adjusted annually, using the method below, to reflect 80% of the change in the Index, or by 5%, whichever is less.



7.3.3 Adjustment of the Tipping Fee Component

The solid waste disposal and yard debris processing tipping fee component of each rate will be adjusted to reflect any percentage change in the per-ton tipping fees charged at the approved transfer station and the approved yard debris processing site, as appropriate. There shall be no adjustment to the recyclable materials processing tipping fee component of each rate over the term of the Agreement.

7.3.4 Calculation of the Adjusted Rates

Adjusted Rates shall be calculated as follows:

Adjusted Rate = Adjusted Operating Component + Adjusted Tipping Fee Component

4.1 City Franchise Fee

4.1.1 Franchise Fee Amount

Beginning on July 1, 2011, company shall pay to City five (5) percent (or another amount as provided in Section 4.1.3) of the gross revenues collected by Company from services provided in City.

Finally, as we have done in the past, shown in the following table are the sequence of calculations that start with current rates, and work through the process to arrive at the rates that are proposed to be in effect on July 1, 2025.

The table on the following page lays out the calculation sequence that is itemized in the franchise agreement. We have applied this methodology for the development of the new monthly rate for the standard level of residential service (i.e., the 35-gallon roll-cart weekly service) and a basic level of commercial service (1 loose yard collected weekly). Rates increase by a blend of 100% of disposal increases and 80% of the CPI-U West(B/C) index. The tip fee at Canby Transfer is not increasing this year; however, yard debris processing expense has increased, resulting in a net disposal increase of 0.25%. The annual change in the CPI-U index was 2.60%, resulting in a 2.08% increase in our model. The combination of these two factors increases the 35 Gallon Weekly Cart service by 1.6%. Other rates increase similarly; a complete schedule of the proposed rates as of July 1, 2025, is attached to this letter.

We have also attached a comparative rate study of solid waste and recycling rates throughout the Metro Region. Studies like this should be viewed with caution, as variations in programs, rate design and geography can result in differences in rates. Furthermore, some comparative rates do not consider increases in the current year. Given this disclaimer, Canby's proposed 35-gallon weekly rate of \$34.89 compares favorably to the average of \$37.12 for the other jurisdictions.



Canby Disposal Company

Interim Years (Section 7.3.1)

Rate Adjustment Methodology

	Line-Item Description	Source	Residential	Commercial	Drop Box
A	Current Rate - Effective July 1, 2024	Current Canby rate schedule	\$34.34	\$196.11	\$125.98
B	Disposal Portion	7.3 Annual Adjustment of Rates	24.14%	24.14%	0.00%
C	Current Disposal Rate	$A * B$	\$8.29	\$47.34	\$0.00
D	Franchise Fee %	Section 4.1.1.	5.00%	5.00%	5.00%
E	Current Franchise Fee	$A * D$	\$1.72	\$9.81	\$6.30
F	Current Collection Rate	$A - C - E$	\$24.33	\$138.96	\$119.68
G	80% of Change in CPI	Section 7.3.2	2.08%	2.08%	2.08%
H	Proposed Collection Rate	$F * (1 + G)$	\$24.84	\$141.85	\$122.17
I	<i>Change in Total Tipping Fee</i>	Canby Transfer Station/Canby Landscape	0.25%	0.25%	0.25%
J	Proposed Disposal Rate	$C * (1 + I)$	\$8.31	\$47.46	\$0.00
K	Proposed Franchise Fee	$(H + J) / 0.95) - (H + J)$	\$1.74	\$9.96	\$6.43
L	July 2025 Total Rate	$H + J + K$	\$34.89	\$199.27	\$128.60

Percentage increase from current rates	1.60%	1.61%	2.08%
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If you have any questions, please feel free to contact me at your earliest convenience. My office number is 503.504.6457.

Sincerely,

Kris Wright

Kris Wright
Canby Disposal Company

Attachments: Proposed Rates, Effective July 1, 2025
Comparative Rate Study as of February 2025
CPI Index Worksheet