



## AGENDA

### CANBY CITY COUNCIL MEETING

May 2, 2018

7:30 PM

Council Chambers

222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor

*Mayor Brian Hodson*

*Council President Tim Dale*

*Councilor Tracie Heidt*

*Councilor Traci Hensley*

*Councilor Greg Parker*

*Councilor Tyler Smith*

*Councilor Sarah Spoon*

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### CITY COUNCIL WORK SESSION - 6:30 PM

Willow Creek Conference Room

222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor

The City Council will be meeting in a Work Session to discuss updating the Emergency Assistance Alarms ordinance.

Pg. 1

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### CITY COUNCIL MEETING – 7:30 PM

#### 1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Water Safety Month Proclamation Pg. 68
- D. Walk and Bike Challenge Month Proclamation Pg. 69
- E. Poppy Days in Canby Proclamation Pg. 70
- F. NALC Food Drive Day Proclamation Pg. 71
- G. Public Works Week Proclamation Pg. 72
- H. Historic Preservation Month Proclamation Pg. 73

#### 2. COMMUNICATIONS

#### 3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

*(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)*

#### 4. MAYOR'S BUSINESS

#### 5. COUNCILOR COMMENTS & LIAISON REPORTS

## **6. CONSENT AGENDA**

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

- A. Approval of Minutes of the April 18, 2018 City Council Work Session and Regular Meeting
- B. Appointment to Library Board (effective July 1, 2018) Pg. 74
- C. Reappointment to Bike & Pedestrian Committee Pg. 78

## **7. PUBLIC HEARING**

- A. Transient Room Tax Pg. 107

## **8. RESOLUTIONS & ORDINANCES**

- A. Ord. 1475, Authorizing the Purchase of Three Vehicles for Canby Area Transit from Creative Bus Sales of Canby, Oregon Pg. 79
- B. Ord. 1476, Establishing Criminal History Record Check Policies Concerning Applicants for Employment, Appointed Volunteers, Contractors and Those Employed by Contractors with the City; and Repealing Ord. 1224 Pg. 104
- C. Ord. 1477, Adding Chapter 3.50 to the Canby Municipal Code Thereby Establishing a Transient Room Tax Pg. 112
- D. Ord. 1478, Authorizing Contract with Eagle Elsner, Inc. in the Amount of \$758,447.00 with Authorization to Expand the Work Scope to an Amount Not to Exceed \$850,000.00 for Construction of Schedule "A" of the 2018 Street Resurfacing & Slurry Seal; and Declaring an Emergency Pg. 124
- E. Ord. 1479, Amending Canby Municipal Code Chapter 8.20 Pertaining to Alarms Pg. 136
- F. Ord. 1480, Authorizing Contract with PMAM Corporation of Texas to Provide Alarm Program Administration and Collection Services for the City Pg. 159
- G. Ord. 1481, Authorizing Contract with Intermountain Slurry Seal, Inc. in the Amount of \$141,185.00 with Authorization to Expand the Work Scope to an Amount Not to Exceed \$200,000.00 for Construction of Schedule "B" of the 2018 Street Resurfacing & Slurry Seal Pg. 174
- H. Ord. 1482, Authorizing Contract with Heard Farms for Wastewater Sludge Removal Pg. 186

## **9. NEW BUSINESS**

## **10. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**

## **11. CITIZEN INPUT**

## **12. ACTION REVIEW**

## **13. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**

## **14. ADJOURN**

\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov). City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.

**PREPARED FOR:**

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**CITY OF CANBY, OR**

**PROVIDED BY:**

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**PM AM CORPORATION**  
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Dallas, Texas 75240  
(972) 831-7400

**[www.pmam.com](http://www.pmam.com)**

## COVER LETTER

City of Canby  
Attn: Melody Thompson  
Administrative Supervisor - Police  
122 N Holly St.  
Canby, OR 97013-3730

April 18, 2018

RE: RFP | False Alarm Management Company

Ms. Thompson,

With distinct pleasure, PM AM Corporation submits its response to the City of Canby for the False Alarm Management Program. We have been providing these types of programs across the country since 2004 and look forward to providing the City of Canby detailed information about our current footprint, our technology and the “Best Practices” we capture from our customer base to make your false alarm program a success.

PM AM offers the most comprehensive and unique solution for alarm administration and collection services. We are the established leader in this industry and have helped municipal and county jurisdictions achieve:

- 1. Remarkable reduction in the number of false alarm calls*
- 2. Increased revenue realized by the city's alarm program*
- 3. Robust and accessible service framework for the city and its citizens*
- 4. The ability to leverage new technology and processes to reach program goals*

PM AM consistently accomplishes these 4 goals because we remain committed to continuous innovation; ours is a journey that started with a **100% web-based** alarm management solution in 2004 leading to our latest launch of mobile apps (**FAMS-ALARM**) and Artificial Intelligence based algorithms. Our history and intent is to keep investing significant dollars on a continuous basis for the benefit of our existing clients and to also offer a unique solution that sets PM AM apart in the industry.

In this proposal, we describe in detail PM AM's proprietary, 100% Cloud, Web-based technology, best practices and carefully thought-out approach for enabling the City of Canby to reach its alarm program goals.



PM AM serves a current universe of **320** municipal and county jurisdictions and has assisted cities and counties with more than 100 alarm ordinances, drafts, revisions, updates and alarm policy changes.

We are proud to represent that PM AM is the leading provider of managed alarm tracking and billing services in the nation. Our national client portfolio includes jurisdictions of all sizes including cities such as Allen, TX, Oakland, CA, Richardson, TX, Morgan Hill, CA, Houston, TX, Denver, CO, Jacksonville Sheriff's Office, FL.

PM AM has extensive experience partnering with several cities and their legal departments to develop or revise alarm ordinances. In doing so PM AM has offered drafts that leverage "Best Practices" realized across the country for revisions, updates and alarm policy changes for various cities and counties. PM AM offers this service to the City of Canby at no additional cost.

This proposal will remain valid for 150 calendar days from the date of proposal opening. We look forward to continuing to build a mutually rewarding partnership.

Sincerely,

David Moss  
Vice President

PM AM Corporation | 5430 LBJ Fwy, Suite 370, Dallas, TX, 75240 | [www.pmam-copsource.com](http://www.pmam-copsource.com) |  
Phone: 972-831-7404 | Email: [davem@pmam.com](mailto:davem@pmam.com)

## CONFIDENTIALITY NOTICE

Please be advised that the following proposal to provide the requested services on behalf of the City of Canby contains certain proprietary and confidential information of PM AM Corporation that is being provided in confidence for the sole purpose of permitting the City of Canby and its authorized employees, counsel, and representatives to consider and evaluate our proposal in order to determine whether such proposal is acceptable to the city.

If the City of Canby receives a request from a third party under the applicable open records act, freedom of information act, or comparable statute or ordinance requesting a copy of our proposal, we respectfully request that the city refrain from making such disclosure and promptly notify Pankaj Kumar, the Chief Executive Officer of PM AM Corporation, at [pankajk@pmam.com](mailto:pankajk@pmam.com) of such request so that we may timely file an appropriate response to such disclosure with the appropriate authority so that such authority may decide whether our proposal or parts thereof, redacted or otherwise, should be disclosed to the requesting party.

In this regard, please note that PM AM was able to recently obtain two opinions from a State's Attorney General that the disclosure of certain proprietary information of PM AM, similar to the proprietary information of PM AM set forth in the following Proposal, was exempt from disclosure, based on the facts of those cases, under Section 552.104(a) of the Texas Government Code because the disclosure of such information would give advantage to a competitor of PM AM.

Thank you for your consideration of our proposal.

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Pages 1 to 67	Trade Secret– Proprietary Information (Not for disclosure)

# TABLE OF CONTENTS

<b>Cover letter.....</b>	<b>2</b>
<b>Confidentiality Notice .....</b>	<b>4</b>
<b>Table of Contents .....</b>	<b>5</b>
<b>Executive Summary .....</b>	<b>7</b>
<b>Firm Profile.....</b>	<b>14</b>
PM AM Advantages .....	17
Awards and Certifications .....	21
<b>FAMS Customer Success .....</b>	<b>23</b>
Oakland Police Department, CA.....	23
City of Houston, TX ARA Department.....	24
City and County of Denver, CO.....	25
<b>References .....</b>	<b>26</b>
<b>Proposed Solution   Scope of Services .....</b>	<b>27</b>
<b>Project Methodology .....</b>	<b>31</b>
<b>Alarm Permitting and Renewal .....</b>	<b>32</b>
Permit Renewal.....	34
Continually Updated Permitting Renewal Payment Information.....	34
<b>False Alarm Tracking and Invoicing.....</b>	<b>35</b>
<b>CAD .....</b>	<b>37</b>
<b>Collections .....</b>	<b>39</b>
Collection Process.....	40
Meeting Collection Goals.....	41
Increased City Alarm Program Margins.....	41
<b>Customer Service .....</b>	<b>43</b>
Citizen Self-service web portal.....	43

Security Alarm Company Self-Service Portal.....	45
Mobile Strategy .....	47
Customer Service Center.....	47
Customer Care Philosophy .....	48
Citizen Service Representative Team.....	49
<b>Reporting   Analytics.....</b>	<b>51</b>
Reporting and Data Management.....	51
Dashboards and Analytics Reports .....	52
<b>Hearing and Appeals Support .....</b>	<b>53</b>
<b>False Alarm Reduction Processes .....</b>	<b>55</b>
Repetitive False Alarm Violators Identification.....	55
Outreach by phone calls.....	55
Educational CD.....	55
Online False Alarm Academy.....	56
<b>Public Service Information .....</b>	<b>57</b>
Citizen Outreach Plan.....	57
<b>Data Security and Reliability .....</b>	<b>60</b>
Cyber Security and Service Level Agreements.....	60
Data Security Practices.....	61
<b>Implementation Timeline   Planning .....</b>	<b>63</b>
Project Implementation Timelines.....	63
<b>Pricing.....</b>	<b>65</b>
Contract Statements.....	66

## EXECUTIVE SUMMARY

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As is all too common with many cities throughout the United States, excessive false alarm occurrences rob the city of valuable law enforcement resources along with taxpayer dollars if not addressed. Because the problem is not new, jurisdictions across the nation have attempted to put into place alarm ordinances along with administrative alarm tracking and billing programs intended to address unwanted realities directly associated with false alarms. As well intentioned as these efforts may be, PM AM has experienced that the majority of these cities' efforts result in an outcome which falls drastically short of reaching their goals of reducing false alarms to an acceptable level and recovering taxpayer dollars spent responding to these false calls for service.

PM AM initially launched a web-based solution in 2004 and has advanced to now rolling out digital initiatives in 2017 that makes PM AM FAMS both device and platform-independent. Now, citizens, businesses, and City officials can access City alarm ordinance services from any device; whether it is a smartphone, laptop or iPad. Citizens can now apply for a permit, make payments, update contact information etc. through the City's website maintained by PM AM or through their personal social media (e.g. Facebook) where they are not required to remember any URLs/website addresses.

This is how PM AM defines its 13-year journey of FAMS, where we constantly invest to remain in sync with user behavior and serve cities better by reducing false alarms and increasing ordinance compliance. This is a major differentiator between PM AM and its competitors.

PM AM continues to be committed to achieving industry certifications and standards to ensure that its systems, procedures, protocols, and personnel who support the FAMS platform are the latest, as well as in sync with the industry-wide "Best Practices" that are applicable to our offerings. We have several Awards and Certifications, furthermore we are very proud of our most recent certification becoming a **"CJIS Ready"** (*Criminal Justice Information Services*) solution. This certification was awarded to PM AM after a thorough review of PM AM's systems, procedures, protocols, and personnel who support the FAMS platform.

PM AM has established more than **100 different real-time, live data-based report** functions, based upon requests from our partner cities and counties, aimed at providing transparency and management insight. PM AM listens to this strong user community's voice and meets their needs in order to make FAMS program impactful at reducing false



alarms and consistently increasing revenue. As an on-going practice, PM AM is attentive and responsive to the user community and constantly invests real dollars in making our solution feature-rich and user friendly. The relationship between PM AM and the user community is possible because as soon as a new innovation is added to FAMS, it is available to the entire community since FAMS is on the cloud and is always available.

PM AM has several processes that are unique and warrants patenting. Since PM AM is constantly innovating its existing processes to make them more effective and efficient, the company has made a conscious decision of not filing for a patent for its processes so as to avoid offering solutions that have not undergone innovation in a decade or more.

In this section, we wish to state and demonstrate with examples of how PM AM's dollars are invested in continuous improvements/ innovations that result in achieving four key result areas that our partner community places a significant importance to:



**FALSE ALARM REDUCTION**

- through education and awareness



**HIGHER COLLECTION RATES**

- through ultra-modern skip tracking techniques



**REVENUE GROWTH**

- through state-of-the-art collection compliance techniques



**CITY PERSONNEL**

- personnel involvement

**False Alarm Reduction:** PM AM is committed to reducing false alarms and will continue to play an important role in false alarm reduction. We leverage best practices taken from our 100+ customers across the nation as well as new technology offerings to drive lower rate of false alarms.

### **FAMS™ | False Alarm Reduction**

Below are a few examples of our consistent outreach engagement model, which always results in false alarm reduction and is usually the first priority for our partner cities.

<b>CITY NAMES</b>	<b>FALSE ALARMS DURING FIRST YEAR OF IMPLEMENTATION</b>	<b>FALSE ALARMS COUNT FOR 2016</b>	<b>% FALSE ALARMS REDUCTION</b>
<b>Miami Shores, FL</b>	991	443	<b>55%</b>
<b>Hialeah, FL</b>	8,861	4,110	<b>54%</b>
<b>Rowlett, TX</b>	2,140	1,075	<b>50%</b>
<b>Bellevue, NE</b>	797	458	<b>43%</b>
<b>Palatka, FL</b>	1,103	671	<b>39%</b>
<b>Oakland, CA</b>	9,753	6,781	<b>30%</b>
<b>Beverly Hills, CA</b>	3,583	2,693	<b>25%</b>

**Higher Collection Rates:** PMAM typically targets up to 85%+ collections, and in most cases, it is successful in collecting 90%+. We attribute this higher collection rate to a proprietary workflow. These sophisticated collection methods analyze payment trends and preferred payment platforms to help PM AM's CSR's in citizen outreach and collection on unpaid invoices. We have compared these proprietary workflow outreach methods with the conventional outreach efforts to discover the following: collection rate is higher using the proprietary workflow.

### **FAMS™ | Collections**

Below are a few examples of our enhanced collection rates, using a workflow-driven outreach effort to collect unpaid invoices.

<b>CITY NAMES</b>	<b>NET BILLED AMOUNT</b>	<b>NET RECEIVED</b>	<b>COLLECTION %</b>
<b>Savannah, GA</b>	\$ 140,437.00	\$ 139,081.00	<b>99%</b>
<b>Beverly Hills, CA</b>	\$ 487,145.92	\$ 479,032.92	<b>98%</b>
<b>Burleson, TX</b>	\$ 109,268.93	\$ 105,318.93	<b>96%</b>
<b>Allen, TX</b>	\$ 476,887.05	\$ 457,387.05	<b>96%</b>
<b>San Luis Obispo, CA</b>	\$ 169,464.00	\$ 162,177.50	<b>96%</b>
<b>Richardson, TX</b>	\$ 403,564.27	\$ 385,311.77	<b>95%</b>
<b>McKinney, TX</b>	\$ 680,655.41	\$ 648,330.41	<b>95%</b>
<b>Denver , CO</b>	\$ 1,156,199.76	\$ 1,099,114.76	<b>95%</b>
<b>Corpus Christi, TX</b>	\$ 792,927.35	\$ 734,984.48	<b>93%</b>

**Revenue Growth:** In almost 100% of cases, PM AM is able to increase baseline revenue when it takes charge of a cities' alarm program. While it grows baseline revenue, PM AM always faces the hurdle of reduced false alarms, which results in reduced collections for the false alarms, which were eliminated. PM AM deploys multiple time-proven internal processes to identify non-compliant businesses/residents and an engagement strategy that almost always results in higher compliance (permitting), driving baseline revenue to grow substantially for our partner cities. These strategies are discussed in detail in later parts of this RFP response.

### **FAMS™ | Revenue**

Below examples illustrate where unique FAMS techniques resulted in higher revenue growth. In some cases, PM AM's initial share is "*paid for*" by this increase in revenue, making PM AM services free from second year onward.

<b>CITY NAMES</b>	<b>REVENUE DURING FIRST YEAR OF IMPLEMENTATION</b>	<b>REVENUE FOR YEAR 2016</b>	<b>% REVENUE INCREASE</b>
<b>San Marcos, TX</b>	\$ 30,290	\$ 85,208	<b>181%</b>
<b>Rialto, CA</b>	\$ 56,906.56	\$ 159,941.72	<b>181%</b>
<b>Rockford, IL</b>	\$ 88,790.5	\$ 230,106.17	<b>159%</b>
<b>Council Bluffs, IA</b>	\$ 31,050	\$ 74,650	<b>140%</b>
<b>Long Beach, NY</b>	\$ 42,100	\$ 91,297.86	<b>117%</b>
<b>Richardson, TX</b>	\$ 191,175	\$ 389,931.37	<b>103%</b>
<b>Houston, TX</b>	\$ 6,400,000	\$ 11,800,000	<b>84%</b>
<b>Covina, CA</b>	\$ 83,543.29	\$ 152,427.36	<b>82%</b>
<b>Middle Township, NJ</b>	\$ 30,995	\$ 54,800	<b>77%</b>
<b>Little Elm, TX</b>	\$ 37,729	\$ 65,171.02	<b>73%</b>
<b>Beverly Hills, CA</b>	\$ 281,626.25	\$ 452,313.81	<b>61%</b>
<b>Lincoln, CA</b>	\$ 30,765	\$ 49,229.33	<b>60%</b>

**City - Personnel involvement:** The FAMS portal engages and provides all stakeholders easy access because it is always available, with CSR's available to help every step of the way. The combination of technology, processes, and human interaction results in higher customer satisfaction and takes only a fraction of City time to support alarm management activities.

Additionally, we have had 10 opportunities to present the FAMS solution to the following municipalities using our competitor's product.

1	PEMBROKE PINES, FL	6	MORGAN HILL, CA
2	PINELLAS COUNTY, FL	7	DOUGLAS COUNTY, CO
3	COBB COUNTY, GA	8	HIGHLAND VILLAGE, TX
4	DURHAM, NC	9	PITTSBURGH, PA
5	SAN LUIS OBISPO, CA	10	DAVIE, FL

These agencies were using ***Cry Wolf (AOT Public Safety)***, our competitor and wanted to check other alarm management offerings available in the market. This provided PM AM an opportunity to present our solution. While most of these accounts were satisfied with their current vendor, they were impressed by PM AM's unique approach to customer service, as well as our innovative technology solutions. These agencies compared both solutions and could clearly see the advantages they could expect from PM AM's processes to drive key goals. This resulted in all ten ***switching their alarm program management to PM AM Corporation.***

Several of these accounts have been PM AM customers now for multiple years and PM AM would be happy to share program statistics when compared to time prior to PM AM acquiring them as customers. All of these clients are strong references for PM AM and we encourage you to reach out to them.

***We firmly believe that PM AM is in a unique position to continue to provide unparalleled technological innovations and managed services in support of the city's current and any new alarm ordinance revisions for the next several years to come.***



## THE CHANGE

- > **MASSIVE YEARLY INCREASE**  
in alarm permit registration
- > **EXPONENTIAL GROWTH**  
in recurring revenue stream as the  
number of permits increase
- > **YEARLY DOUBLE DIGIT**  
reductions in False  
Alarm calls

## KEY RESULTS

- > **FALSE ALARM REDUCTION**  
Education and awareness
- > **HIGHER COLLECTION RATES**  
Multiple ultra-modern outreach techniques
- > **REVENUE GROWTH**  
Increase in alarm permitting  
and high collection rates



## DIFFERENTIATORS

- ✓ 100 % Cloud-enabled
- ✓ Real-time & live reports
- ✓ Smartphone apps
- ✓ Instructional videos
- ✓ City Branding in Documents
- ✓ Simple and multiple payment options
- ✓ USPS mail delivery guaranteed
- ✓ Engage alarm companies
- ✓ Best practices recognized across  
100+ installations

## CERTIFICATIONS

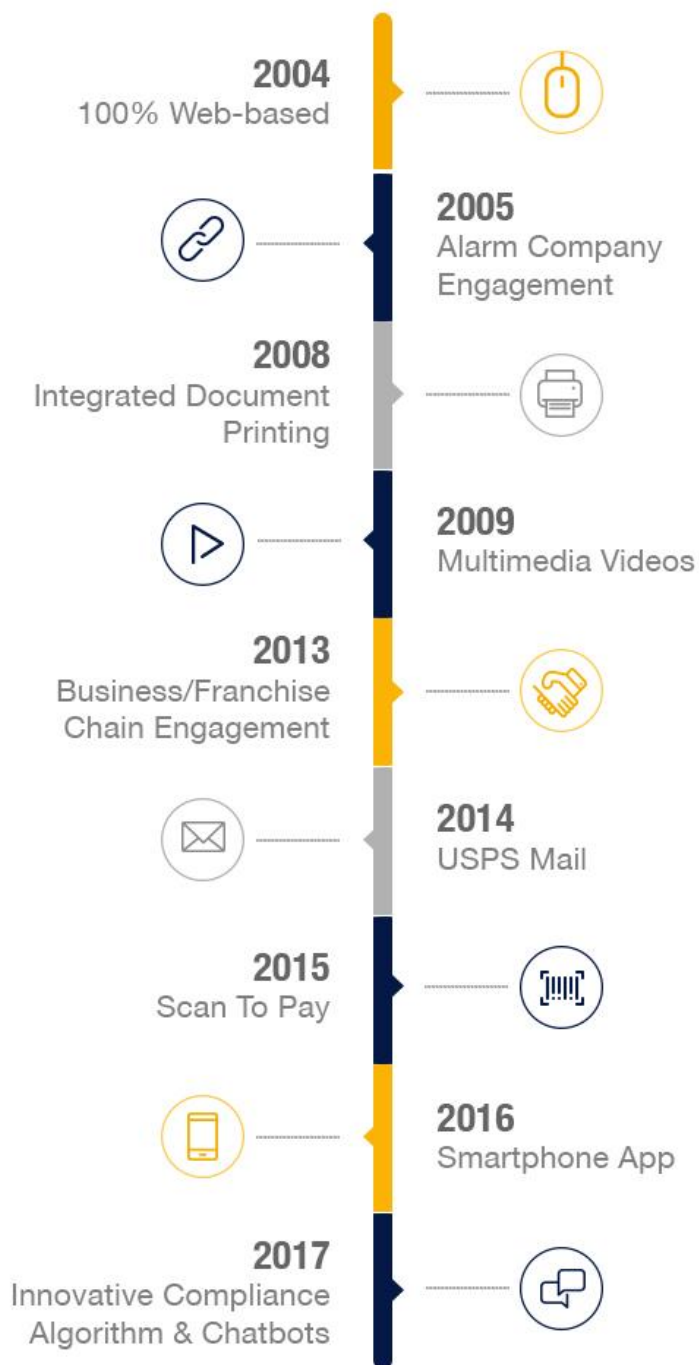


## FIRM PROFILE

**PM AM Corporation (C-Corp)** is a privately-owned minority and woman-owned enterprise incorporated in 1999 in the State of Texas. Company headquarters are located in Dallas, TX with additional offices in Houston, TX and Colorado Springs, CO. All FAMS services are provided from these three centers located in United States. PM AM has been providing alarm management services since 2004 and the majority of the company's revenue is derived from false alarm management solutions.



## PM AM'S TECHNOLOGICAL ADVANCEMENTS



# 300+

municipal and county jurisdictions  
across the country





All work, including call center, back office, and data entry for the City of Canby will be performed from PM AM's corporate office in Dallas, TX. All of our staff goes through a rigorous hiring process that includes drug & background screenings and I-9 verification. Each team member also goes through an extensive training process. The quality of our well-trained staff is a primary factor in the many accolades our client municipalities have bestowed on PM AM since 2004.

PM AM's employees have extensive experience with the company, and some have been with us since we began providing alarm management services in 2004. PM AM Corporation is an equal opportunity employer. As such, it is our policy not to discriminate on any basis prohibited by law including race, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment practices apply to all terms and conditions of employment at PM AM Corporation. The CEO of PM AM Corporation and all managerial personnel are committed to this policy and its enforcement.

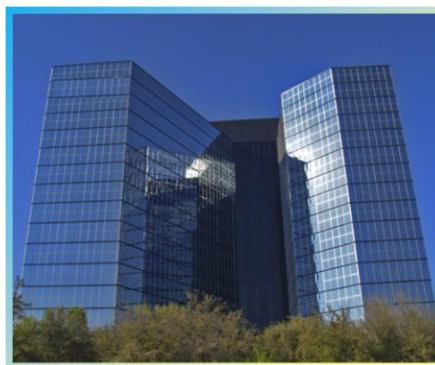
### **STATE OF THE ART CALL CENTERS | PROTECTION AGAINST DISASTERS**

PM AM shall perform the alarm administration services for the City of Canby from our **Dallas, TX** office location. PM AM does not engage in subcontracting with any third parties for the services offered to the city.

PM AM provides three distinct processing and call center services sites. While the chances of a physical disaster (weather, fire, etc.) are remote, PM AM maintains a complete mirror-image and backup of the processes, equipment, and necessary personnel to support our partner cities in three locations (*Dallas, TX, Houston, TX, and Colorado Springs, CO*). Should one site be incapacitated, **PM AM can restore service to the city within hours at the alternate site.**



**COLORADO SPRINGS, CO**



**DALLAS, TX**



**HOUSTON, TX**

PM AM has put a lot of thought and investment in establishing its state of the art customer care center locations in Dallas, TX; Houston, TX; and Colorado Springs, CO. The PM AM call support center network is designed so that calls can be diverted to any of the three call support centers in a seamless and efficient manner so as to prevent any disruption of service to our clients.

**Recent example:** **Hurricane Harvey**, Aug 28<sup>th</sup> to Sept 1<sup>st</sup>, 2017, the City of Houston was impacted by torrential rains and flooding due to Hurricane Harvey. The mayor's office declared that the city's administrative offices would remain closed and PM AM Houston support office was closed due to flooding in the office building.

PM AM's cloud-based phone system was configured, within 30 minutes, to re-route all calls intended for the Houston support center to PM AM's Dallas and Colorado Springs support centers. Even though the city's offices were closed, Houston citizens were able to still call into and speak with PM AM CSRs regarding all of their alarm questions.

PM AM is unique in the industry because it provides an option for inbound callers to leave a voicemail message for those calling after normal business support hours. PM AM's standard Service Level Agreement (SLA) is to return these voice mail messages the next business day.

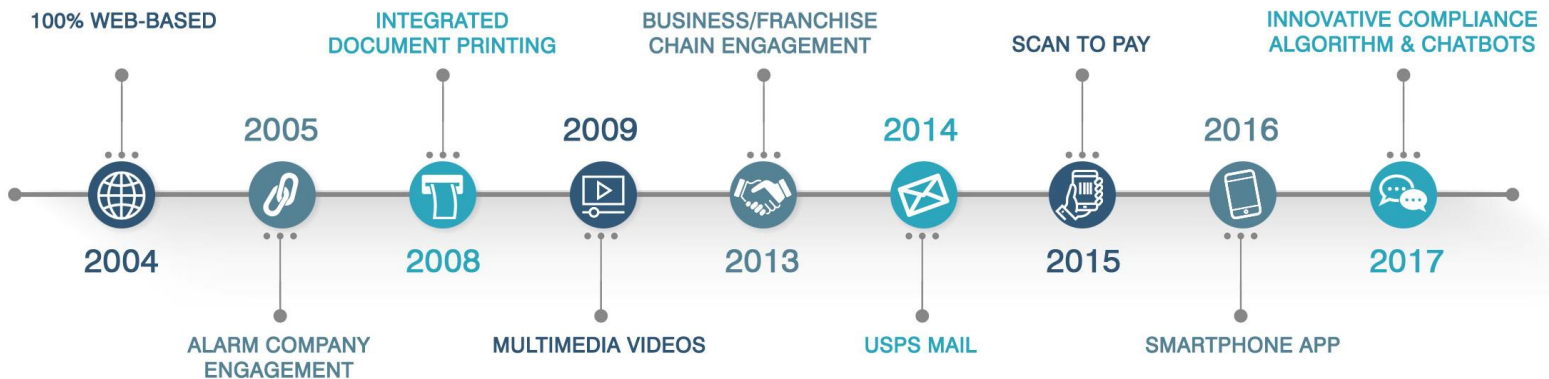
Other cities that have chosen other industry players to manage their alarm program have discovered that no capability exists to leave a voice mail message after office hours. Callers are requested to call back during normal business hours.

## **PM AM Advantages**

PM AM derives its advantages from its commitment to "incremental innovation" on an on-going basis. PM AM identifies two/three key areas every year for innovation/modernization and given the scope of the goals, sets aside a budget every year to undertake R&D so our partner cities can benefit from a solution that always remains current to the time, challenges, platforms and emerging trends among millennials, baby boomers, and aging population of their municipalities.



## PM AM'S TECHNOLOGICAL ADVANCEMENTS



The following are a *few* examples:

- Innovative Compliance Algorithm-** 2017: This represents PM AM's incremental innovation focused on further increasing ordinance compliance based on location (*socio-economic demographic analysis*) of the residence. This solution is in beta and is expected to be released within the calendar year 2017. Once released, this solution will allow our partner cities to grow their permitting compliance many folds. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- FAMS iOS and Android Smartphone App-** In 2016, PM AM started offering an ultra-modern iOS and Android smartphone app with 8 functions along with push notifications through touch ID function. Now, the citizens of our partner cities can carry out many functions like; reviewing the city's False Alarm Ordinance, making payments, viewing and updating their key holder information, historical information on false alarms, invoices etc.. They can also access a variety of education materials to help prevent future false alarms. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- Scan to Pay-** In 2015, PM AM started offering a unique state-of-the-art payment solution to citizens. Your citizens can now scan invoices through smartphones to pay invoices on the go. This solution is extremely handy for the millennials and others that conduct a majority of their business through their phones. We look forward to an

opportunity to demonstrate the solution during the vendor selection interview process.

- **USPS Mail Delivered | Guaranteed-** In 2014, PM AM developed innovative processes which allow us to track the delivery of invoices and notices sent to citizens. This information is extremely helpful for our partner municipalities when dealing with walk-in customer inquiries, appeals etc. as it provides date and time of when invoices were delivered to the citizen doorstep. This information is integrated into FAMS directly from the United States Postal Services (USPS) solution. PM AM has reasons to believe that it is the only company to offer this service. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Business/Franchise Chain Engagement-** In 2013, PM AM and its strong user base were busy brainstorming and looking at ways to further enhance the collection of unpaid invoices by businesses/franchise chains. A unique service offering was added to FAMS portfolio that was once again 100% web-based and made available to business/franchise chains at no cost. Our user community has since seen an upsurge in payments from this group of customers. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Citizen experience through videos-** In 2009, PM AM was the first service provider to introduce instructional videos, which assist citizens in learning permit and payment processes before actually undertaking these functions on FAMS citizen website. This function is no longer unique as it has been copied. The reason PM AM has included this is to assure the city that PM AM's yearly goals and the R&D were invested in ensuring that our partner cities are always current for its citizens' outreach. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **Integrated Document Printing-** In 2008, PM AM partnered with Pitney Bowes (Listed at NYSE with \$2.45 Billion market cap), an industry leader to integrate with FAMS invoices. This time proven solution assured our customers that invoices being mailed will have zero chance of an error during the stuffing process. This was an expensive and ahead-of-its time solution for a company of PM AM's size; however, it ensured the extraordinary growth that PM AM was experiencing at the time would have no bearing on its ability to continue to perform. These innovations and investments have saved PM AM and our partners from negative media. We look forward to an opportunity to demonstrate the solution and to showcase how other municipalities faced bad PR for their alarm program.

- **Alarm Company Engagement-** In 2005, a year after initial launch, PM AM realized that an important stakeholder to alarm management was not included in the ecosystem of the solution that is used by cities. PM AM collaborated with municipalities and alarm companies to identify functions, features, pain points, and reports that will help municipalities and involve alarm companies through a self-service intuitive platform that is secure through password securities. Since then, alarm companies have routinely used this secure website to verify their customer base as well as upload helpful new information required and in certain municipalities, mandated by alarm ordinances. This practice has eliminated all paperwork that existed prior to FAMS implementation, as well as, unnecessary phone communication and follow-up that used to take place between municipalities and alarm companies. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.
- **100% web-based FAMS solution-** In 2004, PM AM was uniquely innovative in its approach to launch a 100% web-based citizen portal and administrative portal for alarm permit management and false alarm reduction. All components of FAMS were web-based and these functions and reports were accessible to our partner cities through a browser without introducing any foreign- devices. PM AM has maintained this 100% web-based function to this date, with all its innovations available through a browser. PM AM has reasons to believe that it is the only company to have all its functions and reports available through a browser. We look forward to an opportunity to demonstrate the solution during the vendor selection interview process.

## Awards and Certifications

PM AM has earned several IT Awards and certifications.

- **CJIS Ready**
- **SSAE-16 SOC 1 – Type II**
- **PCI | DSS Compliant**
- **SEI CMMI Level 3 Certified Company**
- **Microsoft “Sequel 2005 Front Runner Status” – Only 185 companies worldwide**
- **Microsoft “Sequel 2008 Front Runner Status”**
- **Microsoft Gold Certified Partner**
- **Microsoft ISV (Independent System Vendor) - Under 12 % of Microsoft partners have achieved this level**
- **Microsoft Custom Development Solutions Competency Certification**



- We are very proud of our most recent certification, becoming a **“CJIS Ready”** (*Criminal Justice Information Services*) solution. This certification was awarded to PM AM after a thorough review of PM AM’s systems, procedures, protocols, and personnel who support the FAMS platform.
- The PM AM | FAMS payment processing system is regularly audited, allowing it to earn its **SOC1 – SSAE 16 Type 2** certification.
- PM AM remains compliant with **PCI | DSS** compliance standards.
- PM AM has maintained **CMMI Level 3** certification since 2008. This certification helps our Technology team in delivering a quality product in FAMS. This certification is granted by Software Engineering Institute at Carnegie Mellon University. This is the most prestigious certification worldwide for software development processes.

- PM AM is also a Microsoft Gold Certified Partner. This certification from Microsoft provides PM AM 40 hours of advice from Microsoft Technology experts on creating state-of-the-art solutions.
- PM AM is a recipient of Microsoft's "Sequel 2005 and 2008 **Front Runner** Status," recognition granted to only 185 companies worldwide. This certification made available best practices from Microsoft technology experts for FAMS database, which in-turn helped PM AM technology team deliver FAMS at an incredible web response time to its partner cities.
- PM AM is a **Microsoft ISV** (Independent System Vendor) Partner. Microsoft provides an opportunity to its partners to submit their solutions and then Microsoft experts look at various components of the solution. If, in their judgment they are satisfied, that the solution is built using the best practices prescribed by Microsoft, they then grant those solutions the ISV status. PM AM is proud to have submitted FAMS to Microsoft and achieved the ISV accreditation. Less than 12% of Microsoft Certified Partners have earned ISV status.

Please visit the following Microsoft website and search for keyword "FAMS".

<http://pinpoint.microsoft.com/en-US/services/False-Alarm-Management-and-Reduction-Solution-4294979079-4295615895?LocId=-1>



# FAMS CUSTOMER SUCCESS

## Oakland Police Department, CA



Since 2008, PM AM has had the pleasure of working with four different Project Mangers. We have made on-site visits with each person and worked to create a relationship with each individual.

PM AM assisted Oakland in implementing their new alarm ordinance in 2009. Oakland's goal for the new ordinance was to reduce the number of false alarms, increase the number of paid alarm permit holders and reduce the amount of administrative time spent operating their alarm program. The numbers speak for

themselves. Permit holders have more than doubled, from under 13,000 in 2009- 2010 to more than 26,000 today. The number of alarms has continued to fall from a high of 24,000 in 2009 – 2010 to under 15,000 today. The total collection rate for the program is at 92%.

### **Additional assistance provided to the City of Oakland by PM AM includes:**

- Onsite training provided to Alarm Program Manager on alarm equipment and its operation.
- Consultations on alarm response issues or ordinance questions are immediately provided when requested by the Alarm Program Manager.
- Continually updating the Alarm Program Manager on major changes in the alarm industry and technological advancements.
- In 2015, PM AM transitioned the Oakland Alarm Program over to PM AM's False Alarm Management Solution (FAMS).
- Under the new FAMS, the PM AM Corporate Website Portal is available to government jurisdictions and businesses with multiple alarm sites allowing the alarm user only one sign-in to access all their permitted sites with Oakland.
- The Oakland School District has taken advantage of this technology.
- The Oakland Alarm Program Manager has requested our expertise on drafting new revisions to the present alarm ordinance. PM AM will leverage our vast knowledge

of alarm ordinance best practices and administrative experience to assist the city in the development of the alarm ordinance.

## City of Houston, TX ARA Department



In 2009, City of Houston awarded the False Alarm Billing and Tracking Services contract to PM AM, previously administered by EDS.

The city experienced an immediate reduction in administrative staffing requirements of both city personnel and contracted personnel.

The city has realized extraordinary results from the program, consistently realizing month-to-month and year-over-year revenue growth as a result of PM AM continually introducing creative and innovative techniques to increase alarm ordinance compliance. As a result, the city has increased the number of permits issued and renewed, as well as increasing collections of false alarm fines.

The revenue realized by the city at the onset of PM AM's contract award in 2009 was \$6.4M, as reported by the then ARA director. Today, PM AM is happy to report that revenues collected and realized in 2016 were \$11.9M, representing an increase of 84%. Currently, revenue results for Fiscal 2017 are on track to either meet or exceed previous record results of the program.

## City and County of Denver, CO



Denver represents a city demanding high standards in all of its administrative endeavors. Relating to its alarm program, the city operates under an alarm ordinance which stipulates that police assets will not be dispatched to burglary alarm calls which do not have a valid alarm permit. One can quickly appreciate administrative accuracy demands required to effectively administer such a program. All permit records must be current and available for dispatch to determine how to respond to such alarm calls.

PM AM is proud to represent that we are currently on our third competitive award contract with the city. Over the years servicing the city of Denver as a client, PM AM has truly risen to the status of "Trusted Advisor", having assisted the city steadily reduce its false alarm calls and increase its cost recovery dollars (revenue), participated in several advanced strategic planning sessions, interfaced the FAMS platform to seamlessly interact with several of the city's administrative systems, including its financial cashiering system as well as its TriTech CAD environment, and earning the Mayor's award for excellence.

Many factors have contributed to the success of the city's alarm program over the last seven years. They include:

- The expertise of PM AM employees in assisting the Denver Program Manager
- The high quality of the software and IT that has been developed for the City of Denver
- The three web portals; City Official, Citizen, and Alarm Company that were updated along the way and are available to allow each principal to easily interact with all aspects of the program.

## REFERENCES

PM AM has been providing false alarm management services since 2004 and has extensive experience in working with jurisdictions throughout the country. It is with great pride that we present to you the following references.

City Department	
Description of Services	False alarm Management Services
Population	44,000
Contact Name	David Swing – Chief of Police
Contact Phone	408-776-7315
Email	David.Swing@morganhillca.gov

City Department	Chula Vista Police Department, CA
Description of Services	False Alarm Management Services
Population	267,000
Contact Name	Jonathon Alegre
Contact Phone	619-476-2570
Email	jalegre@chulavistapd.org

City Department	City of Allen, TX
Description of Services	False Alarm Management Services
Population	99,000
Contact Name	Brian Harvey – Chief of Police
Contact Phone	214-509-4201
Email	BHarvey@cityofallen.org

## PROPOSED SOLUTION | SCOPE OF SERVICES

After a thorough analysis of the City of Canby's specific false alarm management services and objectives, PM AM understands the overall scope of the project.



### Permitting

PM AM's False Alarm Management System (FAMS) solution is the only 100% web-based solution available in the alarm management industry. FAMS supports the permitting process for the citizens choosing to apply for a permit proactively as well as built-in innovative processes to identify non-compliant locations:

- Identify locations with False alarm that are non-permitted
- Engage with alarm companies to identify non-permitted locations based on the alarm company subscriber listings

FAMS provides multiple ways to your citizens to apply for a permit:

- Traditional mail-in application process
- Interactive self-service web portal application
- iPhone and Android app to apply for a permit



### Alarm Tracking and Billing

FAMS imports the alarm incident dataset from the City's CAD/RMS and generates notifications, invoices etc. on a configurable frequency as needed by the city.

FAMS also tracks the registered and unregistered locations and has a business-rule based billing criterion which can be easily modified to accommodate the City of Canby's business rules. FAMS maintains a table of incidents and corresponding charges to generate invoices, notices etc. This ensures quick and error-free invoices are received by your citizens.



## Hearing and Appeals Support

FAMS, a 100% web-based solution stores, updates and maintains the complete documentation required for appeal hearings. This allows cities to conduct appeal hearings in-person or via mail.

FAMS intuitive appeals module provides the flexibility to the hearing officers to review the information in real-time, from the office or while using a mobile device. This enables them to make informed decisions in a timely manner.



## Collections

PM AM offers multiple payment options to your citizens:

- Checks or money-orders
- Pay with Customer service, via phone
- On-line via self-service web portal
- Via iPhone/Android app
- Via Interactive Voice Response (IVR) over the weekends

PM AM maintains robust data and financial controls for safe and reliable administration of the alarm program. PM AM is **SSAE-16, SOC I** certified through **BDO USA, LLP**. All online payments are made in compliance with **PCI** guidelines.

FAMS has an integrated billing and accounting software. Unlike working with external accounting applications like Quick Books, all billing, collections, account receivables are part of our 100% web-based system. As such, city personnel are provided with online real-time access to view all account statuses at any time. This integrated approach saves time and money, and improves data accuracy since all the information is integrated as part of one system.

Our solution is capable of collecting and reporting cash, credit cards, and check payments through Payment Gateway integration with your processor. The reports detail the location and person who received the payment, including full reconciliation details.

Collection efforts are maximized utilizing a scientific process called trend

analysis. Trend analysis reports give collection specialists detailed knowledge to setup and execute debtor callback patterns using a scientific process that generates a call list, which PM AM personnel use for collection efforts.



### **CAD Interface**

PM AM understands that the City of Canby currently utilizes Tiburon CAD/RMS, and is seeking an interface between its current CAD system and FAMS.



### **Citizen Self- Service Web Portal and Customer Service**

FAMS offers a reputable citizen self-service portal accessible from the city's website 24/7 allowing your citizens to apply for permit, pay fees and fines, and update contact information in real-time. The portal provides an unmatched citizen experience by providing video demonstrations for the important functionalities to first-time visitors. More importantly, the self-service portal provides educational content focused on false alarm reduction coupled with the false alarm academy.

PM AM has a dedicated staff of multiple customer support representatives, coupled with best practices and advanced call center technology to provide a superior customer service to your citizens. The customer support representatives undergo extensive training and coaching to answer questions related to the ordinance, invoices, false alarm reduction initiatives etc.



### **REPORTING**

The City of Canby will have complete insight into all functions of False Alarm Management Services on a real-time basis through various reports and queries. FAMS has more than 100 reports that can be generated based on variable parameters. Most of these reports can be exported in PDF or Microsoft Excel. Such reports are very helpful for the Canby Police, Finance and other officials to review progress of the program.

By specific design, the City will witness a program where all information is readily available, independent of any need to engage PM AM's award-winning support staff.



### **Citizen Education**

PM AM offers several features like a proprietary educational CD, online academy, bill inserts, high violator's identification, etc. at no additional cost to the City of Canby which helps in engaging citizens and provides them important information to reduce false alarms and increase ordinance compliance.



## PROJECT METHODOLOGY

After a thorough analysis of the city's specific false alarm billing and tracking services requirements and objectives, the PM AM FAMS **100% web-based** turn-key solution will be comprised of **11 core processes** to deliver upon the city's program expectations.

1 Alarm Permitting and Renewal

2 False Alarm Tracking and Billing

3 CAD

4 Collections

5 Customer Service

6 Reporting | Analytics

7 Hearing and Appeals Support

8 False Alarm Reduction Processes

9 Public Service Information

10 Data Security and Reliability

11 Project Implementation

# 01

## ALARM PERMITTING AND RENEWAL



PM AM maintains the alarm permit information for the city in real time. Citizens and businesses can apply online for permit registration or can use traditional paper applications.

FAMS customer service staff is always available and are trained to provide step-by-step guidance to callers for completing the permit application. This service is available in English, Spanish and 175+ other languages as required by the caller. Messages left after-hours are returned the next business day.

PM AM was the first alarm service provider to launch its 100% web-based alarm company engagement web portal in 2005. PM AM has an established relationship with national level alarm companies to manage cities expectations with the alarm companies. PM AM's alarm portal plays an important role in managing customer data of alarm companies in a speedy and timely fashion. This seamless process ensures that alarm permits are acquired by existing, as well as new alarm-holders.

The alarm company portal allows PM AM processes to identify non-permitted alarm company customers. Additionally, PM AM validates that all false alarms are matched to valid permit holders. All non-permit holders who have false alarms, along with non-permitted locations of Alarm Company customers, are engaged through notices, bills and phone calls. This list of non-permitted locations are made available to City officials.

**The Right Information**  
Alarm permit  
information is always  
available 24 x 7

**Alarm company portal**  
will help find the non-  
compliance citizens

**USPS® Address**  
integration, mail always  
delivered

All the addresses are GIS verified before they are allowed to be stored in FAMS. This process certifies that the permitting and alarm management service is offered to only city residents. PM AM has followed this process since its inception.

PM AM's citizen self-service portal is custom-designed to match the city website appearance and is integrated with the city's existing website, striving to create a safe, transparent, and risk-free environment to the community. The portal makes the permit application process easy and accurate, and completed applications are presented to the citizen for review prior to submission.

PM AM's custom-designed videos, available at the citizen portal empowers citizens in learning the permitting and payment processes. This innovation was introduced by PM AM in 2009. This process has since become an industry standard, followed by all other players.

FAMS at the minimum maintains the following information for the permits. Additional information as requested by the City can also be captured.

- Permit number
- Permit issue date | Expiration/Renewal date.
- Permit name, alarm site address with apt/suite #, phone number, and email address of the person responsible for proper maintenance.
- Type of property (residential | commercial | exempt).
- Permit Type: Permit holder | non-permit holder
- Permit Status: Active | Inactive | Cancelled | Suspended etc.
- Billing name, address and contact information (if different).
- Holder name, address and contact information (if different).
- Name, address and contact information for the alarm company responsible for installing | monitoring the alarm system.
- Type of alarm system
- Date of installation
- Names and phone numbers of contact persons.
- Date of 1<sup>st</sup> and subsequent suspensions
- Date of reinstatement etc.

Additionally, FAMS provides multiple portals to the city staff, dispatchers and officers, allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the city staff to review and audit all data associated with permits, collections, monthly statements, as well as run ad hoc reports as needed.

**Example:** In 2012, the City of Houston underwent a financial audit conducted by external auditors. The City of Houston False Alarm Management program, which generates over \$10M in revenue, was included in the scope of the audit, and the City of Houston requested that PM AM provide reports and transaction details for all citizen accounts for the auditors to review. PM AM provided all required reports and data within 7 days. **There were zero exceptions found by the auditors.**

## Permit Renewal

Our rule-based billing process eliminates errors and sends accurate permit renewal notices to citizens. Several reports are reviewed by the Billing Specialist to verify all permit renewal notifications have been processed correctly. As mandated by the city's Alarm Ordinance, FAMS provides well-defined processes to generate City approved letters, invoices and electronic notifications to residences and businesses. Notices are sent 45 days prior to the permit expiration date, thus providing ample time to citizens to pay and remain compliant with the city's Ordinance.

## Continually Updated Permitting Renewal Payment Information

PM AM provides citizens an opportunity to update the responsible party and key holder information in real time in the citizen portal or by informing PM AM through phone calls or written correspondence. Such best practices result in assisting police officers responding to alarm calls/emergencies.

# 02

## FALSE ALARM TRACKING AND INVOICING



False Alarm billing module is flexible, configurable and works on the rules engine that are incorporated from the City's Alarm Ordinance.

False Alarm Incidents can be imported into FAMS daily without any operator intervention. Incidents are matched and billed on a frequency as approved by the City. The false alarm fines and the billing frequency can be modified at any time during the contract period.

FAMS is a configurable solution with the flexibility to modify alarm ordinance attributes to reflect new changes in the alarm ordinance as needed. This allows our customers to make changes or adopt revisions to their ordinance from time to time without worrying about PM AM's ability to incorporate these changes.

Based on this customizable rule-based solution, FAMS adopts the billing criterion and all associated fees including false alarms charges that are billable based on the location type (residential, commercial, exempt) false alarm count, and the total fine for each location.

Invoices are sent to the citizens to inform them of any violations of the alarm ordinance on a frequency specified by the city. The invoices provide historic false alarm details and fines so the recipient is able to cross reference the invoice with the city's municipal code requirements.

This provides your citizens the confidence in the alarm program and they pay their invoices in time. Invoices are sent with the following information:

- Account number, Invoice number and Invoice date
- New incidents for false alarm. All incidents are verified by FAMS business rules that are initially set and tested in accordance with the ordinance

- Time, date, type, sequence number, and response fee for each new incident.
- Amounts paid, adjustments
- Amount of previously unpaid or delinquent response fees outstanding
- Procedure to appeal a response fee
- History of incidents etc.

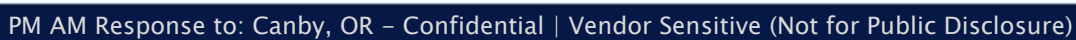
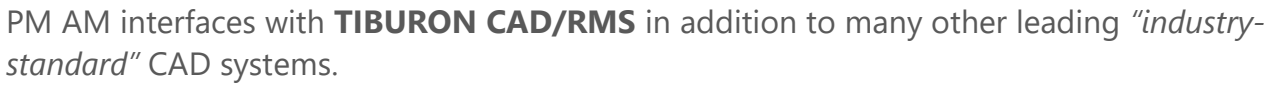
FAMS provides multiple portals to the city staff, dispatchers and officers allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the city staff to review and audit all data associated with the permits, collections, monthly statements and run ad hoc reports as needed.

All correspondence including invoices, delinquent notices, email notifications, permit applications etc. are city approved. Once citizens receives these notifications, they have several to pay the bills:

1. Go to secure citizen web site and pay
2. Pay through their phone using FAMS- ALARM app
3. Send payments through USPS mail
4. Walk-in to the City's cashier desk

Citizens with questions call a toll-free number that is provided on the bills. Trained and tenured Customer Support Representatives handle their questions and provide them the right platform to pay their bills.

\_\_\_\_\_





The communications interface established for the City of Canby's processes will accomplish two primary goals:

- Export the false alarm incidents from the City's CAD system and populate the FAMS database at a frequency determined by the City, and;
- Transfer alarm permit data to the City's CAD allowing the Emergency and Communications (911) dispatchers to view the permit status, emergency contacts, site condition and other relevant information of the permit as required by the City from time to time. The data transfer will happen at a frequency determined by the City.

PM AM maintains a comprehensive IT Disaster Recovery and Business Continuity plan that ensures daily backup of our application's critical data to achieve recovery point objective of 24 hours.

# 04

## COLLECTIONS

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PM AM routines realizes the highest collection rates in the Industry for our partner cities.

The FAMS accounts receivable solution is a complete integrated solution which maintains all invoices, payment details, statements, and financial accounting details and is available to the city officials on a real time basis. Additionally, PM AM provides a monthly financial report with full details of invoices, payments, adjustments, refunds etc.

PM AM takes the full responsibility of collecting all fees, fines and charges of delinquent accounts and depositing them through a lock box bank account.

From time to time, PM AM comes across delinquent accounts where proper information is not available. PM AM uses additional steps as outlined below to recover the fines and charges on the delinquent accounts.

### **Return Mail and Collections through Skip Tracing**

PM AM employs a proactive and reactive skip tracing processes to process return mail and track alarm users to clear outstanding balances in a timely fashion by tracking their contact information changes. Our most effective skip tracing process is a proprietary database that is number one in the nation and is routinely used by law enforcement agencies as well. This service comes at a high cost, but PM AM invests in such services and tools to ensure our leadership in the industry.

## **We also use the following methods for skip tracing:**

### **Forwarding Addresses**

PM AM has identified processes and software that is updated every 10 days by USPS and provides forwarding address information to PM AM. This enables PM AM to track and reach out to debtors and forward outstanding invoice information to the correct addresses.

### **Integration With city's Water/Utilities Database**

PM AM has developed processes to integrate perform skip tracing through various cities water/utilities database and provides citizen's updated address and phone number. Such processes provide most up to date and accurate information. PM AM utilizes this information to engage with citizens who have moved to a new address in the city but have not paid the outstanding charges.

### **Other Skip Tracing Methods**

PM AM has also developed processes to perform skip tracing utilizing several other informational databases. These databases include:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• <b>Online Criss-Cross Directories</b></li><li>• <b>Google</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Contacting the alarm companies</b></li><li>• <b>Yellow Pages</b></li></ul> |
|---|---|

FAMS provides multiple portals to the city staff, dispatchers and officers allowing them to search or cross reference permit information by permit holder name, address and multiple search criteria to view the account history and alarm enforcement actions. These portals also allow the city staff to review and audit all data associated with the permits, collections, monthly statements and run ad hoc reports as needed.

PM AM at its own expense, regularly performs an audit of its financial controls, data security and alarm management services through an independently- certified firm and shall be delighted to share its latest **SSAE- 16 SOC I** report, as needed by the city.

### **Collection Process**

The processing of all funds associated with the FAMS environment is thorough and complete.

### **The FAMS collections system includes the ability to:**

- Input cash receipts indicating which charges/fees to apply payment;
- Apply partial payments;
- Process payments the same day
- Process and record returned checks;
- Accept credit card payments transactions via the Mobile app, online and phone;
- Accept bank routing information for online e-payment transactions.

### **Adjustments**

FAMS allows adjustments that the city officials may deem necessary on the invoices that were sent out. An example of this is an alarm that was disposed of as false and later it was determined to be true but the information of the alarm being true was not communicated to PM AM. In such events FAMS allows a functionality to enter the true alarm for a prior date. This aids in the documentation for any adjustments/cancellations that are requested by the city.

### **Refunds**

Alarm Companies/citizens at times may send overpayments, PM AM has a transparent process through which all refund requests go through two levels of authorization and are submitted to the city for taking the appropriate action. Once payments are received from the city, PM AM will remit a refund check to the individual/business accounts and or alarm companies.

## **Meeting Collection Goals**

PMAM's ability to meet up to 90%+ collections goal is based on utilizing FAMS collection processes as outlined in this section and supported by the other program process areas. FAMS uses scientific processes and payment trend analysis to identify which outstanding collections require attention. Additionally, PMAM's ability to deliver superior service from its Customer Care Center will create a great customer experience for the city's citizens. PMAM has utilized these processes to deliver the highest collection percentages possible with its current partners.

## **Increased City Alarm Program Margins**

PM AM's relationship with industry leader, Pitney Bowes is almost a decade old. During this period, both sides have collaborated to create unique processes that fulfill the current

demand of accuracy and speed with which large volumes of postal mail needs to be sent out every month.

PM AM utilizes the current mailing technologies that qualify its mail for bulk mail discounts, this will deliver additional costs savings to the city.

### **Undeliverable Mail**

USPS national studies suggest that 17 percent of consumers and almost 20 percent of businesses move every year and the cost of handling "Undeliverable as Addressed" (UAA) mail is estimated at \$2 billion annually. Advanced technology solutions are now available that constantly update the most current address information into the United States Postal Service database.

The Industry estimates that the 17% inaccurate mailings could cost the city a substantial amount of the false alarm revenue. This otherwise unrecoverable revenue is easily collected by PM AM as we use processes for eliminating mailing errors for our partner cities include using the forwarding information for alarm holders to reduce incorrect addresses, wasted mailings and utilizing latest industry leading solutions to obtain updated and current address information prior to mailing.

### Citizen Self-service web portal

FAMS is a safe and reliable self-service web portal that is custom built for each city. This portal allows the citizens to complete online payments, educate citizens about false alarm reduction methods, complete alarm awareness with optional online tests etc. It is critical to give citizens a self-service portal with 24 hours, 7 days a week availability.

The City of Canby citizen web portal at a minimum will accomplish the following objectives:



#### Alarm & Billing History

Citizens can log into FAMS secured area to check all historical False Alarms history, unpaid bills, and contact information. Citizens can access such information at no additional cost or fee. Most importantly, citizens are able to update their contact information online.

This will enable first responders to have the most accurate data for each alarm location.



### **Bill Payment**

Citizens will routinely pay bills from the comfort of their home using FAMS easy-to-use, no-hassle, reliable, and proven citizen portal. FAMS citizen portal is secured through 256-bit encryption and is PCI compliant.



### **Citizen Education & Awareness**

Citizens can review the educational content focused on reduction of false alarms and also undergo the false alarm prevention class. Citizens with limited access to internet/knowledge to internet will be able to receive the educational material via USPS. They can also review information related to the city's alarm ordinance like fine schedule, police response, appeal process etc.



### **Email Notifications**

Citizens receive email notifications for outstanding bills, payment confirmations etc.

Citizens can also opt-in to receive email notifications on false alarms educational material as well as tips to reduce false alarms.

Permit holders are also provided an option of paying by USPS mail, FAMS has provisions so the City can process walk-in citizen payments at the City's cashier desk, additionally PM AM provides payment by phone apps, as well as through an automated IVR phone system. All payments are deposited to a designated City bank account.

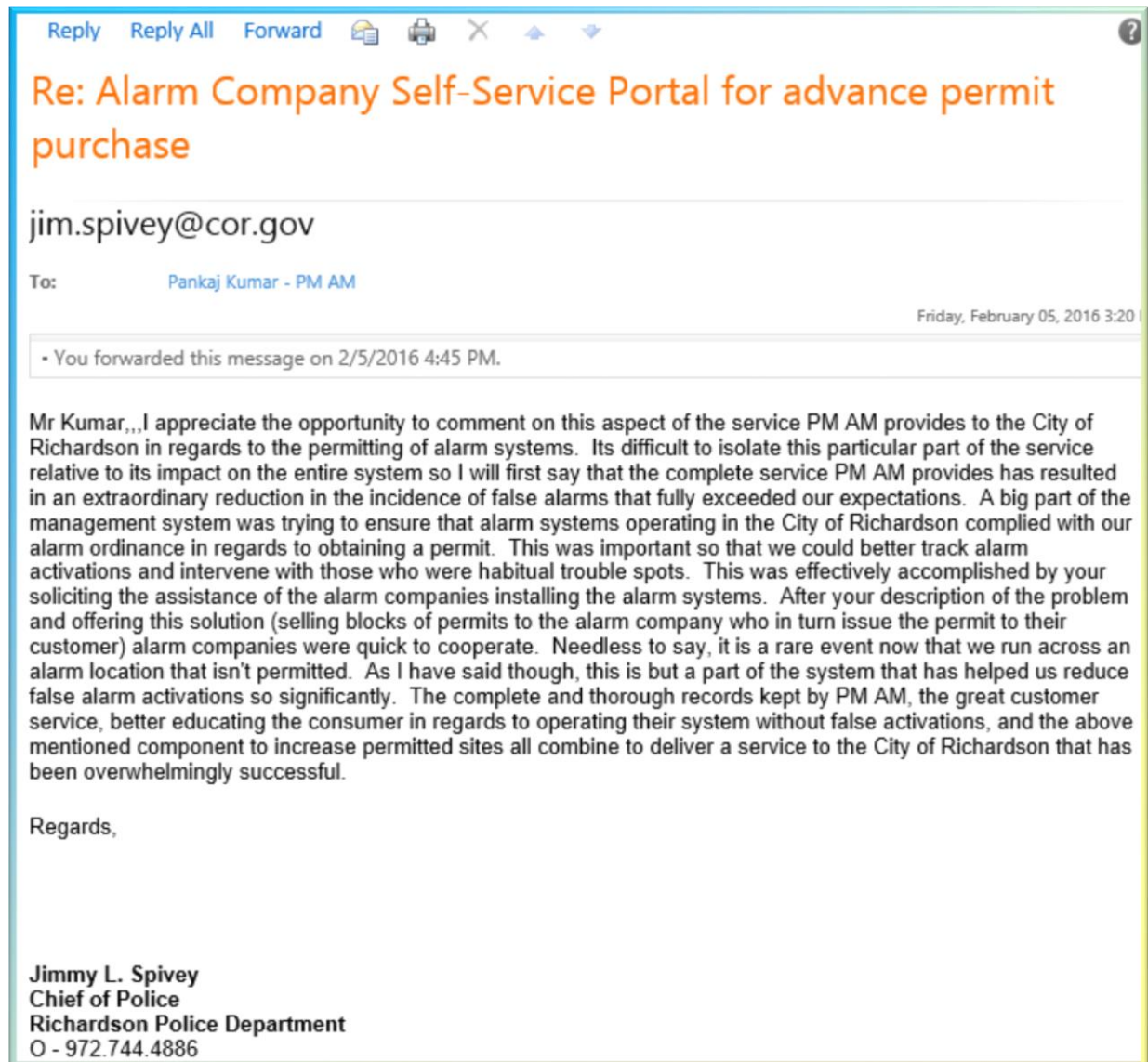


## Security Alarm Company Self-Service Portal

PM AM engages Alarm security companies through a portal that is specifically built for the security companies, PM AM has invested significant research and money for creating this engagement strategy for the security companies. Some of the main functions are listed below:

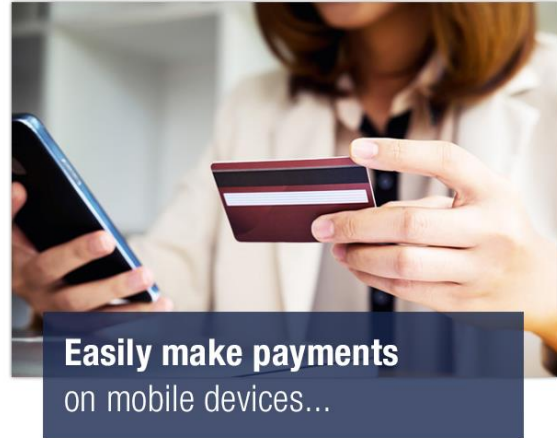
- **Compliance** – Alarm security companies check their customer list to determine if all of their customers are compliant with the city ordinance. This way, alarm companies can update the missing alarm customers that require alarm permits.
- **Identifying Non-Compliance** – PM AM also requests alarm security companies to upload their customer lists to this portal, so FAMS can identify non-compliance.
- **Reduction of False Alarms** – PM AM routinely provides security companies with a list of the city's high alarm violators and ask for assistance that their systems are operating correctly. Identifying systems operating outside of tolerances can significantly reduce false alarm calls.
- **Self-service Capability** – The self-service portal has several reports so the alarm security companies are more engaged with the City's alarm program.

The following email from a Police Chief goes a long way in establishing that this process of PM AM is of immense help to the cities.



## Mobile Strategy

PM AM defined its mobile strategy in 2014 and launched its full-service Smartphone apps for iOS and Android devices. Using these apps, cities have an option to push notifications to the citizens through Smartphone apps that helps in reducing the false alarms at the same time, providing ease to the citizens to pay as well as perform all functions that they can perform through written correspondence or at the citizen website.



In 2017, PM AM launched a full-fledged Smartphone app meant only for City employees in different departments, this app identifies the non-compliant/permitted locations that are operating alarm systems without a permit. City officials find this app very helpful in engaging the business community through multiple channels and departments.

PM AM's recent innovation in the social network space is to create an app for the citizens where they can perform all alarm related functions from the comfort of Facebook and other social media platforms.

These latest platforms that are intuitive and easy-to-use are best explained during in-person demonstration.

Citizens hesitant to over-populate their phones with apps can also view the citizen website that automatically presents the Mobile version on Smartphones.

## Customer Service Center

The City will have dedicated toll-free calling number for its citizens to contact the PM AM service centers. This allows them to easily apply for a permit, obtain account information, understand the city's ordinance and receive immediate assistance from multiple customer care representatives for questions related to permits, billing, payments and the alarm ordinance.

This is in addition to the citizen web-portal and Mobile apps that are available to the citizens. PM AM Customer Support Group provides services in English, Spanish and also offers translation services in 175+ different languages.

All PM AM staff undergo a comprehensive background and drug test and as such, the company has zero tolerance for the use, possession of drugs or alcohol, or being under the influence of such controlled substances while on duty.

Our Customer Care Representatives are well-trained in alarm-related questions. It has been our experience that the trained customer service representatives are able to resolve 90+ percent of issues in a single call, outside of appeals process where the decision comes from City Officials. PM AM has integrated email and fax platforms in FAMS, resulting in

- Emails are sent to the citizens before the phone conversation is concluded.
- Businesses preferring a fax message are sent requested information via fax before the phone conversation is concluded.

PM AM has the **Same Day Call Back Policy** in place for any voice messages left after office hours, this results into high level of customer satisfaction.

All calls are monitored by the customer support supervisors in real-time. They are able to listen to live service calls and coach the customer service team in providing superior customer service. Supervisors are mandated to undertake Call Quality Audits on a regular basis and document the findings. These audits are reviewed by the Director of Operations and becomes the basis to conduct training sessions to continually improve Customer Care team's performance.

PM AM's Support Centers have a built-in redundancy so in an event of a natural disaster if support center is impacted, the customer support operations can be transferred to other support centers within 15 to 30 minutes. Currently, PM AM operates customer support centers in Dallas, TX, Houston, TX and Colorado Springs, CO.

## Customer Care Philosophy

PM AM understands that the city has high customer service expectations. PM AM seeks the highest degree of professionalism and courtesy in our service representatives and provides extensive customer service training to each employee before they start taking live calls.

Our Customer Care team are constantly reminded of courtesy and professional standards

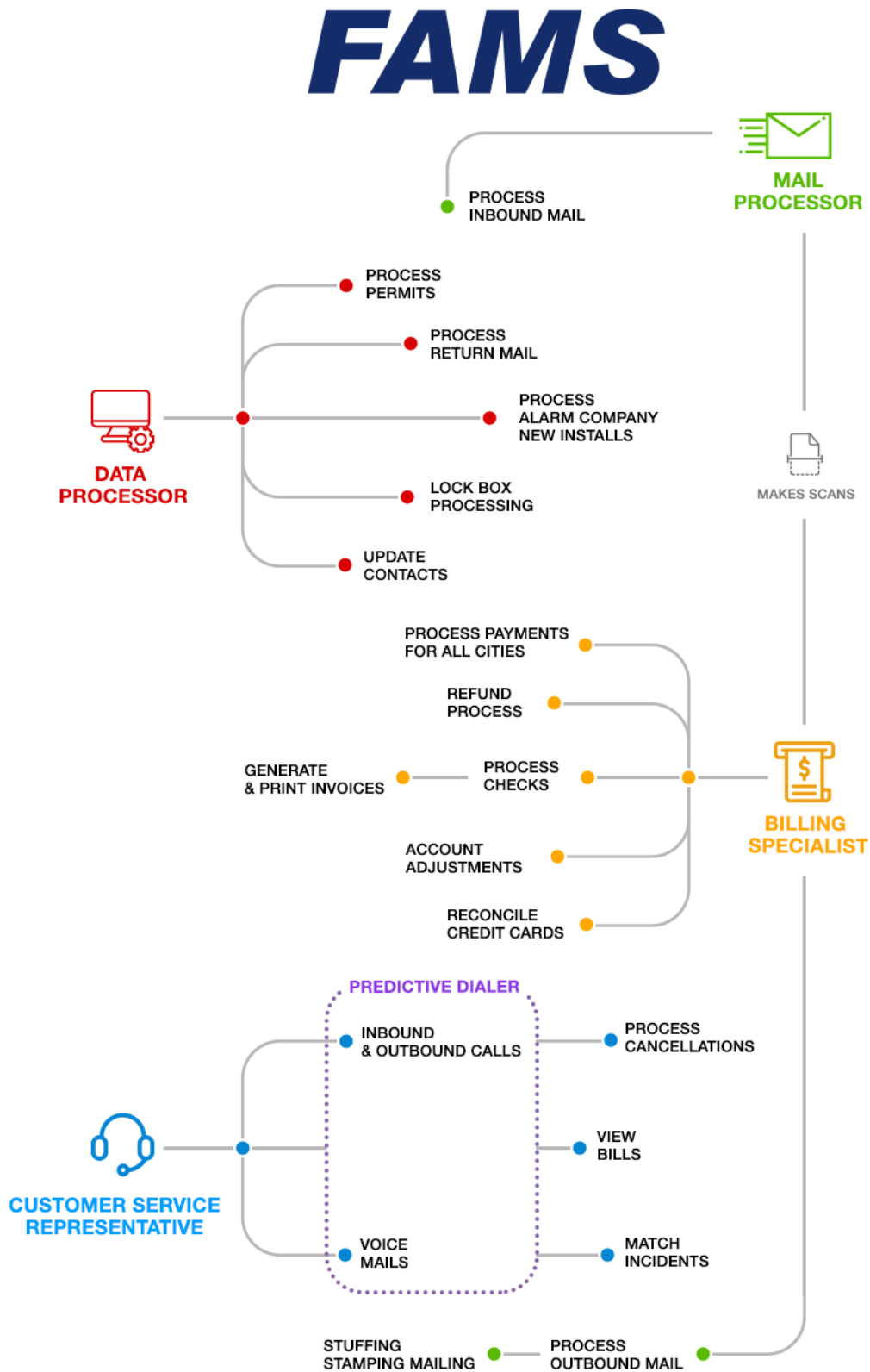
- Clearly identify yourself, the nature of the call and what action is required of the alarm user.
- Provide a call back telephone number.
- When finding it difficult to get business alarm users, try to call early in the morning or later in the evening when more time may be available.
- Remember the difference between customer service and citizen service. You are representing the city and the person you are calling expects their government to be very responsive.
- Answer the phone pleasantly and maintain a pleasant demeanor while on the phone.
- Know the ordinance and all information regarding its compliance.
- Keep remarks of the contacts you make in the FAMS notes section. These notes are crucial for future contact of when city officials wish to check on an alarm user citizen account. Note dates for follow-up.
- Know what you want to say before returning a call.
- Do not do things such as open mail, do paperwork while on the phone. The person you are talking with will know you are distracted.
- Before disconnecting the call, one should recap the reason for the call, the resolution provided and that the expectation has been met and caller is satisfied.

## **Citizen Service Representative Team**

**The alarm administration team includes specific roles and specialists:**

- Alarm Matching Specialist
- Billing and Payment Specialist
- Customer Care Specialist
- Document Specialist

Figure 1 Our Customer Care Team Roles





## Reporting and Data Management

PM AM has a large user community that constantly provides its inputs, PM AM places a special attention to these very important and valuable inputs. As a result, FAMS currently caters to more than 100 reports, all these reports are available to the city alarm administrator and other officials through the administrative web-portal.

The ever active user-community of FAMS had expressed a need of having these reports in a format that can be integrated with other reports, for this purposes PM AM has made the majority of the reports available in Microsoft Excel and PDF formats. These as well as future reports are available to the city at no additional cost.

We have listed a few reports that we believe are more relevant to the City of Canby and provides insight on FAMS reporting capability to the city:

- Monthly report of all revenue collected and deposited along with its details.
- Number of permits issued and renewed.
- Number of alarm calls including the false alarms by count and site type.
- Full alarm history including appeal, reviews and final disposition of the review;
- Details of bills generated for permit issuance, renewal, false alarm fines etc.;
- Details of fees and fines received for permit issuance, renewal, false alarm fines etc.;
- Details of violations/citations issued and collected for failure to obtain a required permit.
- Listing of alarm users by number, name, address, alarm company or police districts
- Outstanding bills with aging of past due balances 30 days, 60 days etc.
- Top offenders list with ability to break down by hours, days, months, etc.;



## **Dashboards and Analytics Reports**

PM AM's innovative journey of building drillable dashboards started with its first client in 2004. This functionality has since been copied by almost all industry players however cities still enjoy the unique prospective that FAMS presents them through its dashboard and analytical reports.

# 07

## HEARING AND APPEALS SUPPORT

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FAMS has an intuitive appeals function that has all the information required by the hearing officer. The City has following 2 options for conducting the appeals.

### **In-Person Hearings**

When a citizen elects the option to have an in-person hearing, the invoice provides the needed information to call FAMS Customer Support, or fill out a form provided on the citizen website and submit it by email or USPS to request the hearing.

Alternatively, in cases where the permit may have been revoked due to excessive false alarms, a revocation notice is mailed to the citizen along with the instructions to request an appeal hearing. The FAMS solution provides a function for scheduling appeal hearings that allows the city to schedule the requested hearing in the time slots that the hearing officer has notified FAMS that he or she is available. This is similar to the court docket system.

## Alternative Process for Appeals by Mail

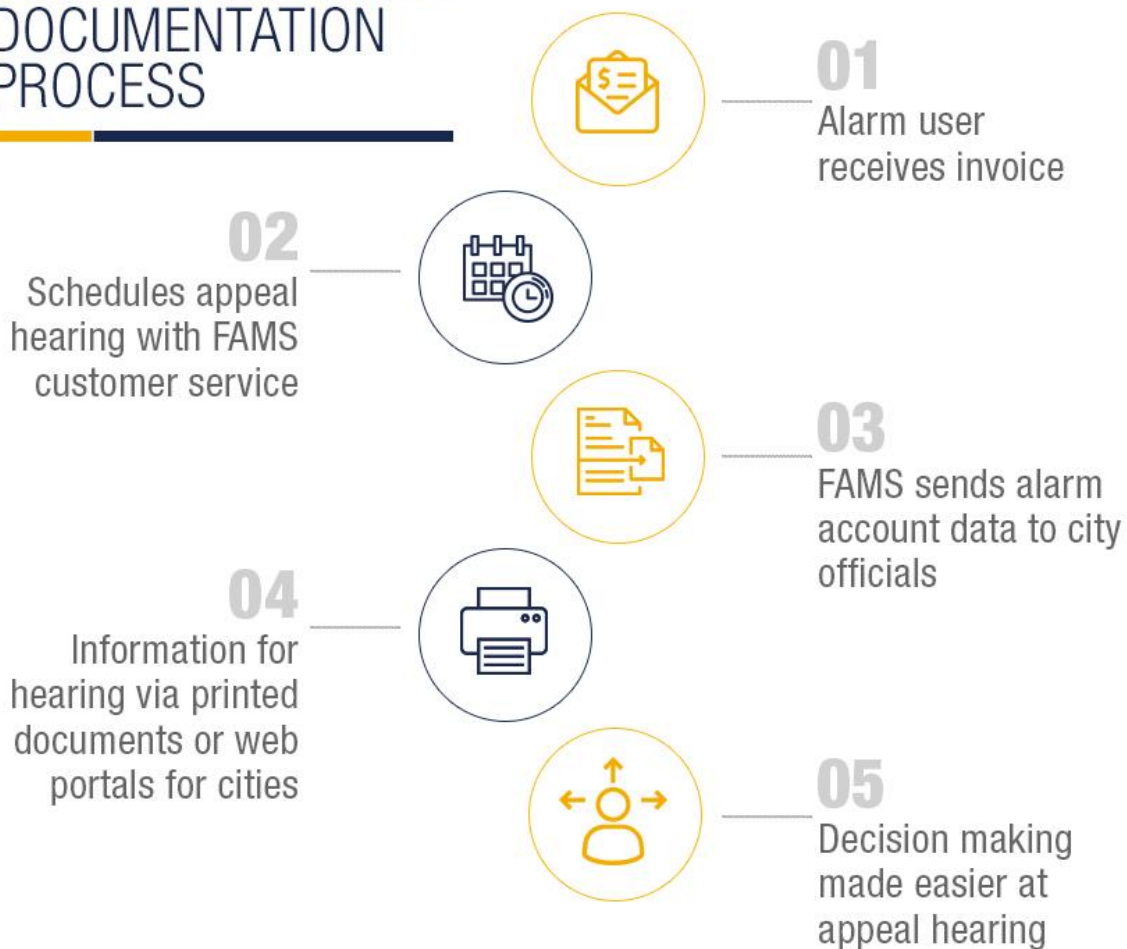
When a citizen elects to appeal, the CSR who takes the information by phone or by mail will submit the appeal request on citizen's behalf for the hearing officer to review at his or her convenience.

In the case of both in-person hearings and appeals by phone, the hearing officer enters the appeal decision into the FAMS solution. Once this information has been provided, a FAMS CSR will generate a notice to the contestant providing the appeal's decision.



**Appeals - Hearings**  
as simple as holding them  
from your local Starbucks.

## APPEALS HEARING DOCUMENTATION PROCESS



## FALSE ALARM REDUCTION PROCESSES



PM AM has a 360-degree view of the false alarm problem and it has devised a comprehensive outreach and educational approach to engage citizens as well as business communities. It starts with:

### **Repetitive False Alarm Violators Identification**

FAMS has specific reports that present repeat offenders who are responsible for high number of false alarms.

### **Outreach by phone calls**

All false alarm locations receive a courtesy phone call from PM AM educating them about the problem and the steps they can take to avoid future false alarms and avoid financial liabilities.

### **Educational CD**

In 2007, this approach was modern and innovative. Since its launch by PM AM, the industry has adopted this practice and this engagement strategy is offered by almost all industry-players. The CD educates alarm users about the impact of the false alarms on police resources and how such calls take otherwise limited police resources away from true emergencies. This educational CD is available in English and Spanish languages. The CD is provided by PM AM, at no cost to the city.

## **Online False Alarm Academy**

The False Alarm Academy is an online school that allows your citizens to learn false alarm prevention strategies and complete a test for understanding how to prevent future incidents. The Academy can be established as part of an online process with a secure login/password. PM AM will assist the city so a detailed curriculum and test questions/answers are produced that are relevant to the city's False Alarm Ordinance.



### **Citizen Outreach Plan**

The PMAM outreach team will create a comprehensive citizen outreach plan in coordination with the city staff to create public awareness about the alarm ordinance to the city residents and businesses through multiple channels. The plan will include the following elements:

- Public announcements in community newspapers
- Water bill inserts
- Content of the False Alarm Reduction Academy
- Newsletter updates and website content



# FALSE ALARM CALLS ARE A SERIOUS PROBLEM

**97-99%**

ALARM CALLS RECEIVED ARE FALSE

All alarm users in the City of Canby, OR are required to register their alarms with the city and operate their alarms in an efficient manner.

## CITY OF CANBY, OR



### Reduce

false alarm calls  
by operating your  
system properly



### Register

your alarm and get  
the permit renewed  
every year



### Improve

the efficiency of  
public safety  
agencies



### CITY OF CANBY, OR

eGovernment Center: <http://www.canbyoregon.gov/>

Mailing Address: xxxxxxxx, xxxxxxxx, xxxxxxxx, xxxxxxxx

Physical Address: xxxxxxxx, xxxxxxxx, xxxxxxxx, xxxxxxxx

City Hall Annex Address: xxxxxxxx, xxxxxxxx, xxxxxxxx, xxxxxxxx

City Switchboard: 000-000-000

City TDD: 000-000-000



**IMPORTANT CITY NOTICE**

**ALL ALARM SYSTEMS  
MUST HAVE A PERMIT**

All homeowners and business owners within the City of Canby, OR, are required by Resolution #XX-XXXX to register their home and / or business alarm systems.

The annual registration fee for a Residential burglary alarm system without a panic alarm system is \$XX and is \$XX with a panic alarm system.

The annual registration fee for a non-residential burglary alarm system without a panic alarm system is \$XX and \$XX for a hold-up or panic alarm system.

Failure to register the alarm system can result in a misdemeanor with fine of up to \$XX.

To avoid penalty, register your alarm system with the City of Canby, OR, by using one of the following option:

**ONLINE  
REGISTER AND PAY**  
  
[www.canbyoregon.gov](http://www.canbyoregon.gov)  
[Select Alarm Registration]

OR

**MAIL  
CHECK TO**  
  
City of Canby, OR  
Alarm Program  
P.O. Box 90201  
XXXX XXXX XXXXXXXX XX.  
Canby, OR 97013



### **Cyber Security and Service Level Agreements**

FAMS is a **100% web-based** solution and does not require any hardware, peripherals or any **foreign- devices** to be introduced in the cities secure IT environment.

PM AM's False Alarm Management Solution (FAMS) is designed, developed and deployed per the robust and time-proven 256-bit Secured Socket Layer (SSL). SSL ensures an encrypted link between the server and the client and transfers the data using 256-bit encryption. FAMS has an inbuilt mechanism to also support legacy browsers that have limitations and can only work with 128-bit SSL encryption. Access to key menus that are important and considered valuable like billing, payment processing at PM AM's end etc. is further restricted, and such options are only available to known and approved IP addresses. This way, intrusion from unknown IP addresses is restricted.

The access to FAMS application is allowed through authenticated login credentials only and the access is available only to authorized users. The user authorization and authentication determines the menus that are available to the user who has logged in through a password verified process. All passwords are first encrypted using the Microsoft certified techniques before these data elements are stored in the database. This way, even the database visibility does not reveal a password. This scheme is applicable to all users with no exceptions.

PM AM provides a hosted False Alarm Management solution to the city. The hosting is provided by Rackspace Hosting, a top tier dedicated hosting company located in the United States. The servers are dedicated servers of PM AM with security to provide limited access to approved IP addresses along with other standard security measures like firewall

etc. FAMS system availability uptime and responsiveness is directly correlated to Rackspace's leadership in providing optimal data center and application hosting services. ***Since 2004, FAMS has never experienced a downtime incident.***

All system updates and upgrades are performed by PM AM staff and are inclusive to the program at no additional fees or costs to the city.

## **Data Security Practices**

Rackspace follows strict security practices

### **Physical Security**

- Data center access limited to Rackspace data center technicians
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations
- 24x7 onsite staff provides additional protection against unauthorized entry
- Unmarked facilities to help maintain low profile
- Physical security audited by an independent firm

### **System Security**

- System installation using hardened, patched OS
- System patching configured by Rackspace to provide ongoing protection from exploits
- Dedicated firewall and VPN services to help block unauthorized system access
- Data protection with Rackspace managed backup solutions
- Optional, dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access
- Distributed Denial of Service (DDoS) mitigation services based on our proprietary Rackspace PrevenTier™ system
- Risk assessment and security consultation by Rackspace professional services teams

### **Operational Security – the Rackspace Infrastructure**

- ISO 17799-based policies and procedures, Regularly reviewed as part of our SAS 70 Type II audit process
- All employees trained on documented information security and privacy procedures
- Access to confidential information restricted to authorized personnel only, according to documented processes

- Systems access logged and tracked for auditing purposes
- Secure document-destruction policies for all sensitive information
- Fully documented change-management procedures
- Independently audited disaster recovery and business continuity plans in place for Rackspace headquarters and support services

#### **Operational Security – Customer's Application Environment**

- Best practices used in the random generation of initial passwords
- All passwords encrypted during transmission and while in storage at Rackspace
- Secure media handling and destruction procedures for all customer data
- Rackspace Security Services can provide guidance in developing security processes for compliance programs

All these processes are responsible for providing a secure and fail-safe private cloud solution to the City.

## IMPLEMENTATION TIMELINE | PLANNING



### Project Implementation Timelines

PM AM has listed below the estimated project milestone deliverables, timelines and the time required by City staff and PM AM staff to successfully implement the False Alarm Management Services Project.

Upon contract award, PM AM will provide a detailed implementation guide including specific tasks to be completed by both parties.

The following table is conditioned on a Contract award date on or before April 30, 2018 and may be realigned based on the actual contract date.

Deliverables	Project Milestones	Responsibility	Projected Timeline
<b>1</b>	Format for Authorization Letters	PM AM	<b>May 14, 2018</b>
<b>2</b>	Creation of Standard Operating Procedures (SOP) and share with the city	PM AM	<b>May 14, 2018</b>
<b>3</b>	Sharing of all program data requirements with the city	PM AM	<b>May 14, 2018</b>

<b>4</b>	Authorization letters sign off	City	<b>May 28, 2018</b>
<b>5</b>	SOP Sign off	City	<b>Jun 04, 2018</b>
<b>6</b>	IT to provide data as discussed or listed during teleconferences	City	<b>Jun 11, 2018</b>
<b>7</b>	Content for Invoices and correspondence creation	PM AM	<b>Jun 18, 2018</b>
<b>8</b>	Approval for verbiage for invoices and other correspondence	City	<b>Jun 25, 2018</b>
<b>9</b>	Citizen website Go Live	PM AM	<b>Jul 23, 2018</b>
<b>10</b>	FAMS program implementation Go Live	PM AM	<b>Aug 01, 2018</b>

## PRICING

PM AM wishes to provide the following pricing structure to the City of Canby. This proposal is submitted by PM AM as a prime vendor and a single provider of services and will have 100% control of the quality of service provided to the city.

PM AM proposes a revenue split with the city according to the following revenue (total permit fees, renewal fees, false alarm fines, reinstatement fee, civil penalties, late fee, alarm company civil penalties and any other fees or fines) amounts:



Canby, OR	63%
PM AM	37%

Additionally, the charges of postage incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before foregoing the split of fees.

### **PM AM does not charge any fees towards ongoing system maintenance, including...**

- No... Implementation Fees
- No... Annual Renewal Fees
- No... Data Conversion Fees
- No... Pre / Post Implementation Technical Support Fees

**In summary**, PM AM is committed continuing to be as responsive to the city's false alarm reduction and its program financial goals as it possibly can.

The PM AM | FAMS platform is powered by **100% Cloud and Web-based** architecture to continue to meet the "24/7, real-time, browser-based" administrative and executive needs of the city, as well as to provide the desired interactive and convenient experience for its citizens.

The PM AM | FAMS solution proposed is the only **100% Cloud and Web-based** system in the alarm administrative services industry meeting this standard and requires **no foreign devices** or **software** to be introduced into the city's technology footprint.

## **Contract Statements**

PM AM submits this proposal for an initial term of five (5) years with the option to extend for additional two (2) one-year terms.

All data relating to the alarm permits are owned by the city. PM AM shall return the city's data including records, files, databases and related project information and material in an agreed-upon format at the end of the contract term if the contract is not renewed, or upon any earlier termination.

**Termination by Contractor in the Event of Fee Reduction by changes to the City Ordinance** – Should the city change its ordinances during the term of the Agreement which provide for a reduction in the fees, and or related fines and charges, PM AM reserves the express right to re-enter into good faith negotiations with the city to modify the fee schedule and pricing accordingly, and shall give the city written notice of its desire to renegotiate.





Headquartered in Dallas, Texas, PM AM Corporation is a leading Information Technology and Consulting company that delivers cutting-edge technology solutions to enable its clients to do business better. Our experts are driven to deliver meaningful technology solutions and winning business outcomes. At PM AM, we have deep industry experience, technical excellence, and 360 degree view of business technology that help us to make our clients future-ready. Our flexible delivery models and agile methodologies have enabled us to devise and execute solutions ensuring our clients' success.

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### **PM AM Corporation**

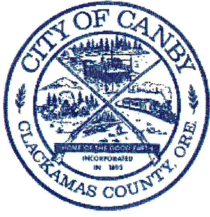
5430 Lyndon B Johnson Fwy #370, Dallas, TX 75240

Phone: 972-831-7400

Fax: 972-831-7499

Email: [sales@pmam.com](mailto:sales@pmam.com)

Website: [www.pmam.com](http://www.pmam.com)



*Office of the Mayor*

# *Proclamation*

## Water Safety Month

WHEREAS, citizens of Canby recognizes that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the citizens of Canby understand the essential role that Water Safety education plays in preventing drownings and recreational water-related injuries and have demonstrated that understanding by approving funding to continue operation of the Canby Swim Center; and

WHEREAS, the City of Canby is aware of the contributions made by the recreational water industry, as represented by the many organizations, including the Canby Swim Center, involved in the National Water Safety Month Coalition that have developed safe swimming facilities, swim lessons and other aquatic programs, home pools and spas, and related activities; and

WHEREAS, these facilities, along with the many natural rivers and ponds in the Canby area are providing healthy places to recreate, learn and grow, build self-esteem, confidence, and a sense of self-worth which contributes to the quality of life in our community; and

WHEREAS, the citizens of Canby recognize the ongoing efforts and commitment of the Canby Swim Center to educate the public, and especially children, regarding Water Safety issues so that they may safely enjoy the benefits of all water related activities; and

WHEREAS, the citizens of Canby understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to area rivers and swimming holes.

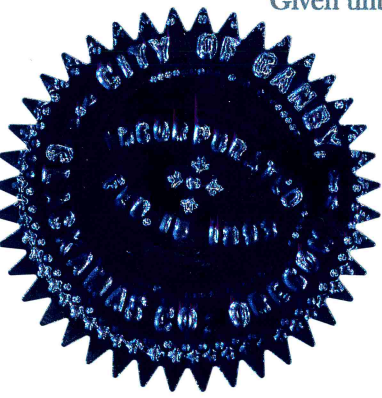
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May as:

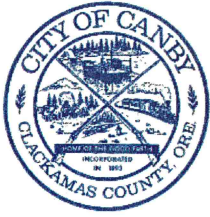
### WATER SAFETY MONTH

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 2<sup>nd</sup> day of May 2018 in the City of Canby, Oregon.

Brian Hodson  
Mayor





*Office of the Mayor*

# *Proclamation*

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## Walk and Bike Challenge Month

WHEREAS, for more than a century, the bicycle has been an utilitarian, economical, environmentally sound, and effective means of personal transportation, recreation and fitness; and

WHEREAS, the City of Canby encourages the use of bicycles and walking as a means of transportation; and

WHEREAS, the City of Canby recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities in Oregon except highways constructed to interstate standards; and

WHEREAS, the City of Canby encourages the increased use of the bicycle and walking – benefiting all citizens of Canby by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering physical fitness; and

WHEREAS, the City of Canby recognizes the use of bicycles and walking as viable modes of transportation, endeavors to promote safe and responsible bicycling and walking, and is committed to incorporating the development of bicycle and pedestrian facilities in the vision for revitalizing downtown Canby; and

WHEREAS, the City of Canby's Bicycle and Pedestrian Committee, in conjunction with the Mayor, encourage all citizens to ride their bicycles or walk to work, to the store, to the park, to school, and around their neighborhoods with friends, family, and neighbors to promote the personal and societal benefits achieved from bicycling and walking.

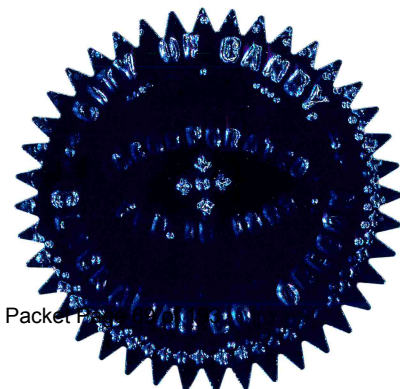
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May as:

### WALK AND BIKE CHALLENGE MONTH

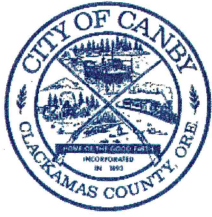
in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 2<sup>nd</sup> day of May 2018 in the City of Canby, Oregon.

Brian Hodson  
Mayor







*Office of the Mayor*

# *Proclamation*

## *Poppy Days in Canby*

**WHEREAS**, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead and serves as a source of aid to surviving veterans and their families; and

**WHEREAS**, the contributions provided by the American Legion Auxiliary are put to good use in support of the children and youth of the Canby community and toward the rehabilitation and care of veterans; and

**WHEREAS**, the work of the American Legion Auxiliary through the annual sale of poppies is a proper and fitting tribute to the acts of patriotism and courage made by our nation's veterans in time of national need.

**NOW, THEREFORE**, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May 2018 as

### **Poppy Month**

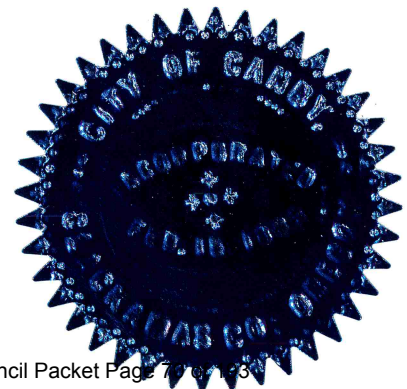
and I do further proclaim May 20 through May 26, 2018 as

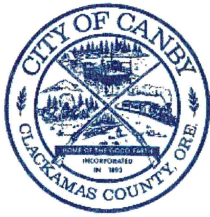
### **Poppy Days in the City of Canby**

and urge all citizens of the City of Canby to proudly remember the sacrifices made by the members of our Armed Forces by contributing to the American Legion Auxiliary during the month of May 2018 in support of their service to our country's veterans.

Given unto my hand this 2<sup>nd</sup> day of May 2018.

Brian Hodson  
Mayor





*Office of the Mayor*

# *Proclamation*

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## National Association of Letter Carriers National Food Drive Day

WHEREAS, the National Association of Letter Carriers, in conjunction with the National Rural Letter Carriers' Association, U.S. Postal Service, UFCW, United Way, AFL-CIO, Valpak, Local Food Pantries, and Valassis are coordinating a non-perishable food drive; and

WHEREAS, The Canby Center Food Pantry is in need of food at all times; and

WHEREAS, local food bank shelves are continually in need of replenishment due to the ongoing dramatic increase in the need for food; and

WHEREAS, last year 8,383 pounds of non-perishable food was collected at the Canby food bank; and

WHEREAS, during the last six months the total number of food orders at the Canby food bank was 5,723; and

WHEREAS, the local letter carriers will collect non-perishable food items placed by mailboxes on Saturday, May 12, 2018.

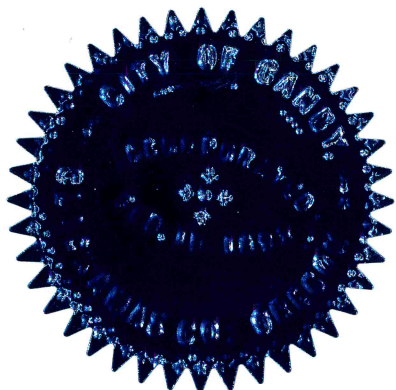
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, May 12, 2018 as

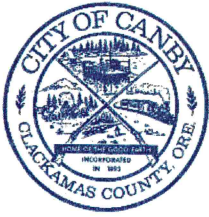
2018 National Association of Letter Carriers  
National Food Drive Day

and urge all citizens of the City of Canby to participate in this worthwhile event by donating non-perishable food items to help feed those who are in need.

Given unto my hand this 2<sup>nd</sup> day of May 2018.

Brian Hodson  
Mayor





*Office of the Mayor*

# *Proclamation*

## Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as parks, fleet, sewer, streets, stormwater, wastewater, and public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skill of public works staff; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

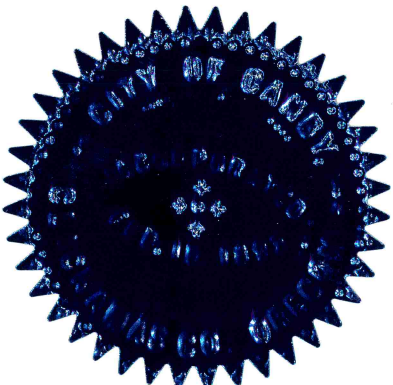
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim May 20-26, 2018 as:

### Public Works Week

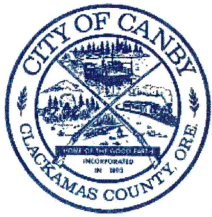
in the City of Canby and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works staff make every day to our health, safety, comfort and quality of life.

Given unto my hand this 2<sup>nd</sup> day of May 2018 in the City of Canby, Oregon.

Brian Hodson  
Mayor







*Office of the Mayor*

# *Proclamation*

## *Historic Preservation Month*

WHEREAS, historic preservation is an effective tool for the economic development, tourism promotion, management of growth, revitalization of neighborhoods, fostering of local pride, and maintaining overall community character while enhancing livability; and

WHEREAS, the historic houses, buildings, and other sites of Canby help make our City unique and provide links with aspiration and attainment of the City's pioneers and their descendants; and

WHEREAS, these fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the theme for National Historic Preservation Month.

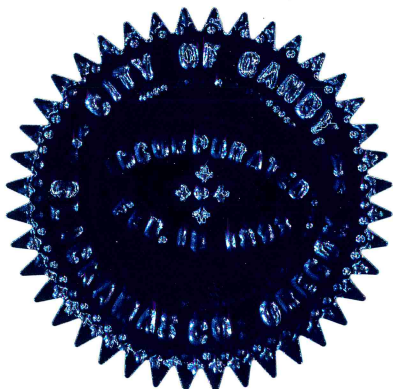
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May as:

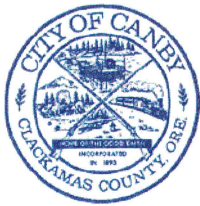
Historic Preservation Month

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 2<sup>nd</sup> day of May 2018 in the City of Canby, Oregon.

Brian Hodson  
Mayor





Effective 7.1.2018  
Term Expires 6.30.22

**CITY OF CANBY  
COMMITTEE, BOARD, &  
COUNCIL APPOINTMENT APPLICATION**

Date: April 8, 2018 Position Applying For: Library Board  
Name: Carol Palmer Occupation: Retired  
Home Address: ., Canby 97013  
Employer: ---- Position: ----  
Daytime Phone: ----- Evening Phone: (same)  
E-Mail Address: -----

What are your community interests (committees, organizations, special activities)? Canby  
Heritage & Landmark Commission, Clackamas County Heritage Council,  
Willamette Falls Heritage Area Coalition Board

What are your major interests or concerns in the City's programs? Historic preservation,  
city services

Reason for your interest in this position: Canby's library is an amazing community  
resource that I want to support.

Experience and educational background: See attached.

List any other City or County positions on which you serve or have served: -----  
See above

Referred by (if applicable): Irene Green

*Please return to:*

*City of Canby - Attn: City Recorder  
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013  
Phone: 503.266.0733 Fax: 503.266.7961 Email: [scheaferk@canbyoregon.gov](mailto:scheaferk@canbyoregon.gov)*

**Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page.** 5/2017

Date Received: 4.9.2018 Date Appointed: 5.2.2018 Term Expires: 6.30.2022  
Date Resigned: ----- Destruction Date: -----



# Carol S. Palmer

Canby, Oregon 97013

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## Education

**PhD, Public History Program, Arizona State University, 2012.** Dissertation: "Reimagining Surprise: The Evolution of a Twenty-first Century Boomburb, 1938-2010."

**M.A., Public History Program, Arizona State University, 2007.** Thesis: "Challenging Tradition: Arizona Women Fight for the Equal Rights Amendment."

**MBA, Executive Management, University of Oregon, 1990.**

**B.A., Social Sciences and Secondary Education, Western Oregon University, 1970.**

## Volunteer Positions

- **City of Canby Heritage and Landmark Commission** (Member 2013, Chairperson, 2014 to present).
- **Willamette Falls Heritage Area Advisory Council**, (2015 to 2017).
- **Willamette Falls Heritage Area Coalition Board of Directors**, (2017 to present).
- **Clackamas County Heritage Coalition**, (2015 to present).

## Employment

2008 to 2014	<b>Palmer Research, LLC</b> Historical research, writing, and consultation for corporations, government agencies, and individuals.
2003 to 2007	<b>Research First Consulting</b> Strategic and operational analyses for <i>Fortune</i> 500 companies.
2000 to 2003	<b>Qwest Communications</b> Senior Director, Billing, Collections, and Operations Support
1998 to 2000	<b>USWEST Communications/Qwest Communications</b> Director of Operations Support and Merger Implementation

1971 to 1998

**Pacific Northwest Bell/ USWEST Communications**

Various customer service and management positions

**Awards**

- **Arizona State University Graduate School Dissertation Completion Fellowship**, 2012.
- **Lattie and Elva Coor Building Great Communities Graduate Fellowship**, 2010-2011.
- **Faculty Women's Association Distinguished Achievement Award**, Arizona State University, History Department Nominee, 2007.
- **Best Use of Archival Material**, Arizona History Convention, "Doing It for Our Daughters: Arizona Women and the ERA," 2006.
- **Graduate Fellowship**, Arizona State University Public History Program, 2005-2006.
- **Phi Alpha Theta**, 2005.
- **Council of Leaders**, USWEST Communications, 1992.
- **President's Club**, USWEST Communications, 1990, 1998, 1999, & 2000.

**Publications**

- **The City of Surprise: A History in Progress** (Phoenix: Heritage Publishers, 2010).
- **"Rediscovering a City's Roots: The Surprise History Project** (*Arizona Contractor and Community*, Phoenix, Arizona, Fall, 2014).

**Projects**

2017	Oversaw the completion of phase 2 of the Baker Prairie Cemetery Rehabilitation Project.
2016	Oversaw the completion of phase 1 of the Baker Prairie Cemetery Rehabilitation Project (marker restoration and cleaning, community engagement and educational initiatives)
2014 to 2016	Added the 1937 Canby City Hall to the Local Registry of Historic Places. I.
2013 to 2016	Developed and launched <i>Exploring Community Connections: The Downtown Canby Heritage Trail</i> .
2015 to 2016	Obtained an Oregon Heritage Tree designation for Canby's Philander Lee Oak Tree.
2012 to 2013	Developed a women's heritage trail for the city of Surprise, Arizona.

2010	Consulted on the Arizona State University Public History Program proposal for the Sandra Day O'Connor House.
2008 to 2009	Conducted research for and wrote a popular history book, <i>The City of Surprise: A History in Progress</i> .
2005 to 2007	Created an archival file of primary and secondary research on Arizona's response to the Equal Rights for the Arizona State Archives.
2003 & 2005	Conducted strategic alignment and operational effectiveness analyses of AT&T's business service and sales units.
2000	Directed the planning for the integration of the consumer and business marketing and service units for the USWEST and Qwest merger.

### **Conference Panels and Papers**

**"The Surprise, Arizona Women's Heritage Trail: Connecting Past Accomplishments to the Present,"** Rural Women's Studies Association Triennial Conference, San Marco, Texas, 2015

**"Edging in Women's History,"** Roundtable participant, National Council on Public History, Annual Meeting, Nashville, Tennessee, 2015

**"Defining Surprise: A Battle over Community Identity on the Urban-Rural Fringe."** Arizona Centennial Conference, Phoenix, Arizona: 2012

**"Public History and Sustainability."** Roundtable participant: Annual conference of the American Society for Environmental History, Phoenix, Arizona: 2011

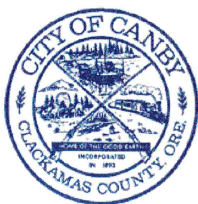
**"Recycling Buildings: Reframing Historic Preservation in the Language of Sustainability and the Green Economy."** Working Group Panel Participant, Annual Meeting of the National Council on Public History and the American Society for Environmental History, Portland, Oregon: 2010

**"The Surprise Women's Club: Building Community Identity."** Arizona-Nevada History Convention, Laughlin, Nevada: 2010

**"Doing it for Our Daughters: Arizona Women and the ERA."** Arizona History Convention, Tucson, Arizona: 2006

### **Professional Affiliations**

- Oregon Historical Society
- Organization of American Historians
- National Council on Public History
- American Association of State and Local Historians



**CITY OF CANBY  
COMMITTEE, BOARD, &  
COUNCIL APPOINTMENT APPLICATION**

Date: 04/17/2018 Position Applying For: Bike & Ped Com Member

Name: Mike Hemelstrand Occupation: Retired

Home Address: \_\_\_\_\_

Employer: \_\_\_\_\_ Position: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

What are your community interests (committees, organizations, special activities)? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are your major interests or concerns in the City's programs? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for your interest in this position: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Experience and educational background: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any other City or County positions on which you serve or have served: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Referred by (if applicable): \_\_\_\_\_

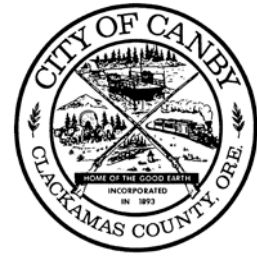
***Please return to:***

***City of Canby - Attn: City Recorder  
PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013  
Phone: 503.266.0733 Fax: 503.266.7961 Email: [scheaferk@canbyoregon.gov](mailto:scheaferk@canbyoregon.gov)***

**Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page.** 5/2017

Date Received: 4.17.2018 Date Appointed: 5.2.2018 Term Expires: 6.30.2021  
Date Resigned: \_\_\_\_\_ Destruction Date: \_\_\_\_\_

# MEMORANDUM



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Julie Wehling, Transit Director*  
**DATE:** *April 18, 2018*  
**THROUGH:** *Rick Robinson*

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Issue: Authorization to purchase three replacement vehicles for the CAT fleet.

## Synopsis:

Once approved, the vehicles will be purchased through the Oregon Procurement Information Network (ORPIN) system from Creative Bus Sales. These vehicles will replace vehicles #17, #18 & #19 in the CAT fleet which have exceeded their useful life. Currently, the bus manufacturer is estimating seven months from the date of order to the date of delivery.

Once the new vehicles arrive we will send bus #1 to auction. At that time, the Fleet Department will help us evaluate the back-up bus situation. We will either retain the retired buses as back-up vehicles or send them to auction.

The purchase of these three new vehicles will bring us much closer to standardizing the vehicles in the fleet and improving the average age of the fleet. Thereby improving the fleet reliability.

Arboc Spirit of Mobility vehicles are all a low-floor cutaway design. In 2012 and 2016 we purchased low-floor buses (2 in 2012 and 3 in 2016). There are currently 5 Arbocs in the transit fleet. Both customers and drivers find them to be more convenient and accessible. The fact that these buses have a ramp instead of stairs and an exterior hydraulic lift improves on-time performance by allowing us to load and unload customers more quickly.

## Recommendation:

Staff recommends that the Council authorize the staff to execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, the appropriate Purchase Orders (contracts) with Creative Bus Sales.

One Purchase Order for one (1) 20 passenger, 28' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred forty-two thousand, one hundred forty-five dollars (\$142,145); and

One Purchase Order for two (2) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-seven thousand, nine hundred forty-three dollars (\$137,943) each.

## Rationale:

The granting agency (ODOT Rail and Public Transit Division) prefers that grant recipients purchase grant vehicles through the Oregon Procurement Information Network (ORPIN) system and provides step by step recommendations through the process.

The granting agency's recommended process was followed:

March 21, 2018 a Request for Quote (RFQ) distributed to appropriate vendors  
April 13, 2018 vendor quotes were submitted to CAT  
April 13 – 14, 2018 quotes compared, evaluated and vendor selection made  
April 14, 2018 the comparison and selection was sent to ODOT Rail and Public Transit Division  
April 17, 2018 ODOT approved (20 passenger for \$142,145 from Creative Bus Sales)  
April 17, 2018 ODOT approved (16 passenger for \$137,943 each from Creative Bus Sales)

The granting agency allows quotes to be evaluated by either lowest cost or best value. These quotes were evaluated using a best value criterion which was approved by the granting agency.

Fiscal Impact:

Funding to replace three buses is in the proposed FY 2018-19 Transit Budget. Canby Area Transit (CAT) has received three grants to cover much of the costs for these vehicles. We have a federal grant for \$125,622 from the Elderly and Disabled Specialized Transit Program (5310) to purchase (1) one vehicle and another grant for \$236,887 from the same federal funding source to purchase (2) two vehicles. In addition we have a grant for \$14,378 from the Special Transportation Fund to pay for a portion of the matching funds requirement.

Both 5310 grants have a 10.27 percent match requirement. The \$14,378 grant in state funds will cover all but \$2,145 of the cost of the 20 passenger bus. Each of the 16 passenger buses have a \$19,499.50 match requirement. The total cash match required for all three buses will be \$41,144 less the revenue collected from the sale of bus #1 and potentially other retired buses the Fleet Department recommends that we surplus. Historically, we receive about \$5,000 for vehicles of this age and type at auction.

Based on the quotes from Creative Bus Sales we estimate that the full cost of a 20 passenger vehicle will be approximately \$142,145 and the total cost of each 16 passenger vehicle will be \$137,943. The total cost estimate for all three vehicles is \$418,031 (which includes \$376,887 in grant funds).

Motion:

***“I move to approve Ordinance 1475, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE THREE (3) VEHICLES FOR CANBY AREA TRANSIT FROM CREATIVE BUS SALES OF CANBY, OREGON to come up for second reading on May 16, 2018.***

Attachments:

31468 selected vendor quote/Purchase Order  
32168 selected vendor quote/Purchase Order  
32168 RFQ Comparison  
Ordinance 1475

# ***REQUEST FOR QUOTE (RFQ)***

- ☐ Initial Request for Quote (from Requesting Agency to Vendors)  
Due Date: April 13, 2018
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase

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## ***REQUESTING AGENCY INFORMATION***

Agency: City of Canby – Canby Area Transit (CAT)  
Contact Person: Julie Wehling  
Email Address: [wehlingj@canbyoregon.gov](mailto:wehlingj@canbyoregon.gov)  
Agency Address: PO Box 930, Canby, OR 97013

Date: March 21, 2018  
Phone: 503.266.0751  
Fax: 503.263.6284

---

The City of Canby through its Transit Department (Canby Area Transit) is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of One (1) Gasoline Engine, Low-Floor, Category C, Medium-Size, Medium-Duty Transit Bus with 20 regular passenger seats and 3 wheelchair stations. Useful Life expectancy: 7 years or 200,000 miles.

Selection will be made based on Best Value Purchase subject to the following evaluation criteria and values. Meeting minimum required specifications is a pass/fail. Vendor's products that do not meet the minimum required specifications will not be considered further.

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Preferred Options Offered (30 Points)
4. Vehicle Compatibility with Existing Fleet (15 Points)
5. Vehicle Serviceability (15 Points)
6. Vehicle Operating Characteristics (10 Points)

Quotes should specifically highlight how the proposed vehicle meets the listed specifications and clearly identify and explain any differences from the specifications listed below. The format for submission of quotes should follow the list below in order to simplify the review of the stated specifications. Quotes that do not follow this requirement will be deemed non-responsive and eliminated from the competition. Please submit RFQ Responses by **April 13, 2018 at 5pm. Email submission is preferred.** Please email to [wehlingj@canbyoregon.gov](mailto:wehlingj@canbyoregon.gov). Quotes can also be delivered to the CAT office (195 S Hazel Dell Way, Suite C in Canby) on weekdays between 8am – 5pm or mailed to:

City of Canby – Canby Area Transit  
Julie Wehling, Transit Director  
PO Box 930  
Canby OR, 97013

Contact Julie Wehling with any questions  
[wehlingj@canbyoregon.gov](mailto:wehlingj@canbyoregon.gov)  
503.266.0751

**VENDOR (Business Name): Creative Bus Sales**

**Vendor Contact Person:** Kimberly Stanchfield

**Phone:** 844-993-5989 x 327

**Email Address:** [Kimberly.Stanchfield@CreativeBusSales.com](mailto:Kimberly.Stanchfield@CreativeBusSales.com) **Alt Phone:** 503-709-9665

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

**State Price Agreement number:** 4757

**Length:** 28' **Fuel Type:** Gasoline **Vehicle:** Arboc **Make/Model:** Spirit of Mobility

**Floor:** ☐ High Floor ☒ Low Floor **Other:** \_\_\_\_\_

**No. of Regular Passenger Seats:** 20 **No. of ADA Wheelchair Stations:** 3

**The general specification for vehicle is as follows:**

See attached Floor Plan

**Base Vehicle Price:** \$115,392

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Steel cage, low floor, "Body on Chassis", dual rear wheels	Yes		
25 to 30 foot chassis 15,000 – 26,000 GVWR	Yes	\$2840	28', 14,200 GVWR
8 cylinder gas engine 6.0L or larger	Yes		6.0L provided
Fast idle, gas engine	Yes		
Heavy duty 6 speed automatic transmission with auxiliary transmission cooler	Yes		
Heavy duty alternator OEM 145-amp	Yes		
65K BTU heater	Yes	-\$450	
A/C 70,000 BTU	No	\$1125	ACC - A/C 80,000 BTU MINISPHERES 130 <b>HEAT/COOL COMBO</b> TM21 Compressor (w/in line pump)
2 Heavy duty 12V 700 CCA batteries	Yes		
Auxiliary Battery compartment w/tray and door	Yes		Stainless Steel Battery Tray
Heavy duty disc brakes with 4 wheel antilock	Yes		OEM
True low-floor with no steps or incline	Yes		



Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Air suspension front and rear with kneeling feature.	Yes		
Back-up alarm	Yes		
Daytime running lights	Yes		
Exhaust routed to drivers side	Yes		
Driver side running board – 12"	No		
Front and rear mud flaps	Yes		
Rear tow hooks	No	\$50	
Heated/remote exterior mirrors	Yes		
Merge/yield sign (LED)	No	\$750	
Side turn/marker lights	Yes		
Electric entry door with manual reverse and key lock or other security measure.	Yes		Rotary Disconnect Switch in driver stepwell provided
34" X 62" ADA compliant wheelchair entry Braun ramp or equivalent (minimum 800 lb. capacity)	Yes		Braun
Provide 2 floor plan options showing the following seating configuration (20 & 3)	Yes		See attached and below
4 double foldaway seats (mid high with arm rests) or <i>equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)</i>	No	\$2070	
6 double fixed seats (mid high with arm rests) or <i>equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)</i>	Yes		
Wheelchair securement storage on the bottom of foldaway seats	No	\$75	
3 Wheelchair stations with Q-Straint or equivalent wheelchair securements. Track Style ONLY	No	\$455	L track provided
No AM FM Radio	Yes	\$-233	Credit
Destination Signs on side and front of vehicle include software and installation costs. Controls installed in AM FM radio spot. TwinVision Mobilite or equivalent.	No	\$4525	Twin Vision Mobilite Provided – Controls to be mounted in Radio spot
Standee Line with yellow sign	Yes		
Overhead parcel rack one side only	No	\$450	Drivers Side only
Pull cord stop request system	No	\$825	Yellow pull cords with chimes with surface mounted wired push buttons at wc positions

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Interior convex mirror approximately 6x9	Yes		6 x 9 Provided
Rear window Fresnel Lens	No	\$40	
Rear and side Egress window (s) with lights	Yes		
2 bike rack and mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$750	Mounting brackets only – no bike rack provided
Prewired for digital 2-way radio	Yes		
Digital Clock in driver area	No	\$95	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$1615	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes		
Driver stanchion with modesty panel	Yes		
Description of <b>Preferred Options</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Freedman Featherweight La France Mills 539 Tower 3000 Green seat covers or equivalent	No	\$1085  Level 5 fabric price	LaFrance Mills fabric has been discontinued per update from Freedman seating 2/1/18. Please go to <a href="http://www.freedmanseating.com/upholstery/lafrancemills-2">www.freedmanseating.com/upholstery/lafrancemills-2</a> for details and current fabric selections available.
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	No	See seat options to left	*Freedman Chevy Sport Seat With Power base provided \$1250  *OEM Seat with power base price included as standard  *USSC GE2 Evolution Driver seat with power base \$1750
Exterior graphics prepared & installed (details provided upon request)	No	\$1555	From Gillespie Decals
Interior graphics prepared & installed (details provided upon request)	No	\$350	From Gillespie Decals
AngelTrax (or equivalent) security camera system with 5 cameras and backup view monitor for rear the facing camera. Purchased & installed.	No	\$4150	Angeltrax provided
Kenwood (or equivalent) digital 2-way radio system purchased & installed	No	\$1150	Purchased thru Complete Wireless Systems

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Sportworks 2 bike rack or equivalent purchased & installed	No	\$551	Rack only – mounting brackets listed above
Rack or display case for advertising and notices inside the bus	No	\$600	
Safety supplies: 5 lb fire extinguisher, 16 unit first aid kit, triangle kit	Yes		
Powder Coat Yellow - railings on entry doors, parallel to entrance, on ceiling and driver stanchion as listed above.	No	\$625	
Body fluid clean-up kit	Yes		
Walker/Grocery storage area	No	\$290	In Co-Pilot area
Q' Straint Walker holder or equivalent	No	\$170 each	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	
Altro Transflor Flooring or equivalent	Yes		Altro provided
6 studded snow tires on white wheels	No	\$1860	From Les Schwab
Total of 5 keys per bus	No	\$250	3 extra sets of ignition, battery box and overhead compartment

Credit for standard items not listed:

- Ramp activation / warning buzzer -\$150
- Spare tire and wheel -\$325
- Rear door -\$625
- Locking fuel cap -\$150

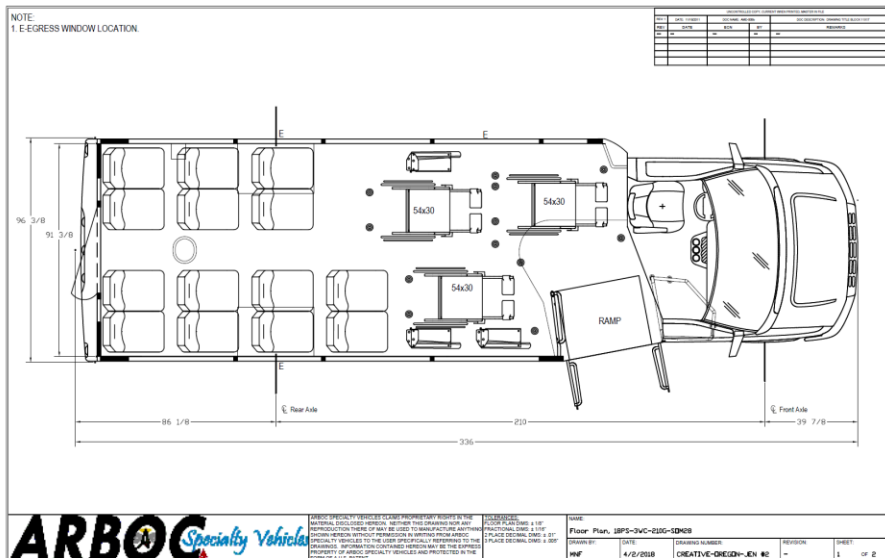
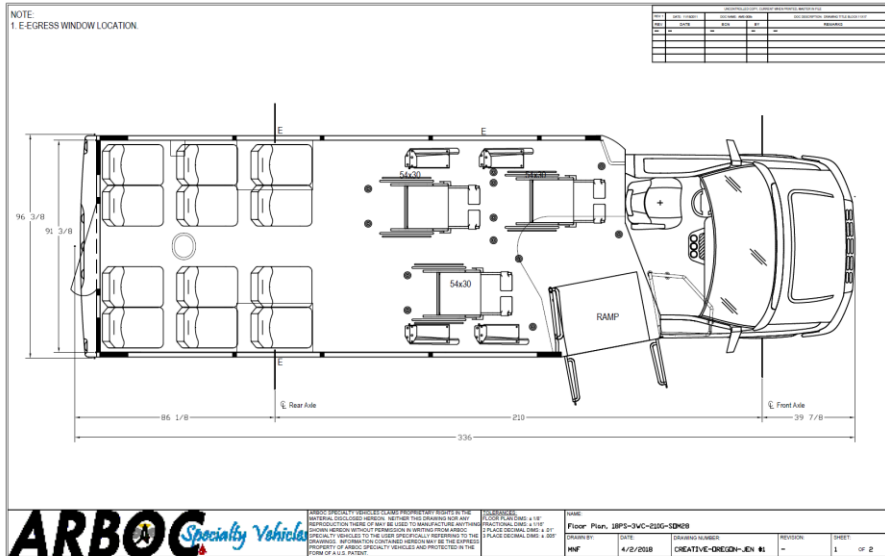
**Total per Vehicle Price Quote: \$142,145**

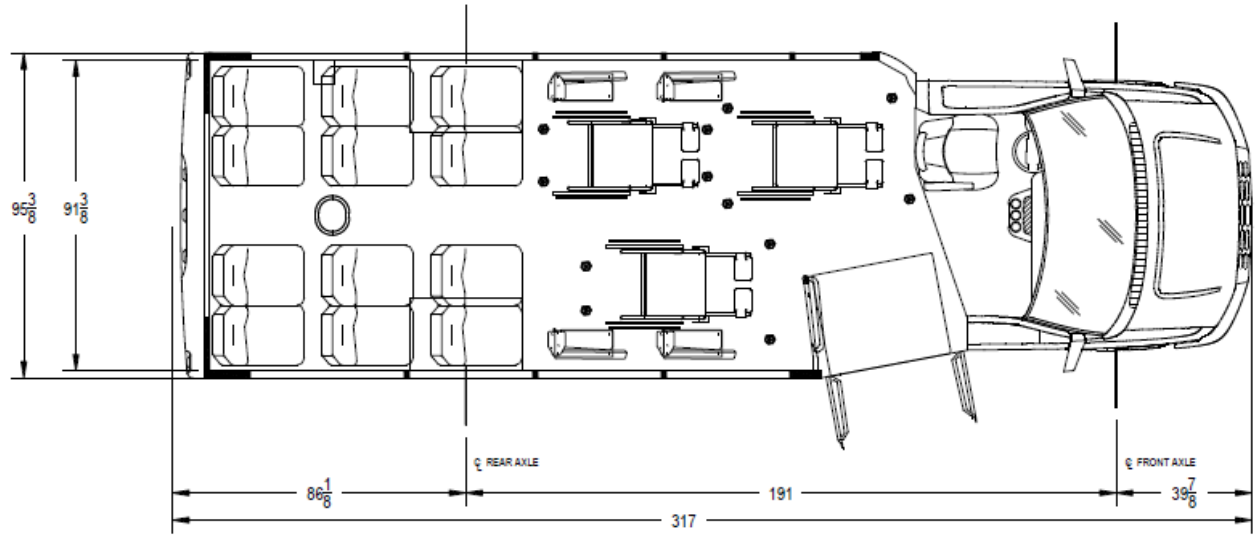
**Vendor's Signature:**



**Date Sent: 4/12/18**

***Please sign and date your response here.***





P.O. #

SHOW THIS NUMBER ON ALL PAPERS AND SHIPMENTS  
PERTAINING TO THIS ORDER

NAME OF ORDERING AGENCY	PO DATE	DELIVERY DATE	VENDOR CONTRACT NUMBER
VENDOR NAME AND ADDRESS		BILL TO NAME AND ADDRESS	
VENDOR CONTACT PERSON NAME AND PHONE		AGENCY CONTACT PERSON NAME AND PHONE	
SHIP TO		ODOT/PTD GRANT AGREEMENT NUMBER	
		TERMS	
		30	
		COMMENT	

[illegible]

### 2.7.3 Mandatory purchase order language.

This purchase is submitted pursuant to State of Oregon Solicitation No. **102-2041-14** and Price Agreement No. . The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied. Visit the ODOT-RPTD Web site, [www.oregon.gov/odot/pt](http://www.oregon.gov/odot/pt), to access ORPIN

AUTHORIZED AGENT PRINT NAME	AUTHORIZED AGENT SIGNATURE X	SIGNATURE DATE
-----------------------------	---------------------------------	----------------

## STANDARD TERMS AND CONDITIONS — STATE OF OREGON — CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

1. **DEFINITIONS:** "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

"Contractor" means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"State" means the state agency making the purchase and is synonymous with "Buyer" as used in ORS chapter 12. "State" also means an ORCPP member if the purchase is being made under the State's cooperative purchasing program authorized by ORS 190.240.

2. **WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

3. **STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. **DELIVERY:** All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

5. **INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. **CASH DISCOUNT:** If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. **PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

12. **HOLD HARMLESS:** Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

13. **ACCESS TO RECORDS:** The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to

perform examination, and audits and make excerpts and transcripts.

14. **AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State.

15. **SEVERABILITY:** If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as of the contract did not contain the particular provision held invalid.

16. **WAIVER:** Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

17. **GOVERNING LAW; JURISDICTION, VENUE:** This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

18. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. **PAYMENTS REQUIRED By ORS 279C.505 AND 279B.220:** For all goods provided under this contract, Contractor shall (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the industrial Accident Fund from the contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; and (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **STATE PAYMENT OF CONTRACTOR CLAIMS:** If Contractor fails, neglects or refuses to pay promptly is due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the State may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the State pursuant to this paragraph 21 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

22. **HOURS OF LABOR:** No person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

23. **SAFETY AND HEALTH REQUIREMENTS:** Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

24. **AWARD TO 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. The State shall withhold final payment under this contract until Contractor has met this requirement.

25. **RECYCLABLE PRODUCTS:** Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this contract. Contractor shall specify the minimum percentage of recycled product in the goods provided.

26. **MATERIAL SAFETY DATA SHEET:** In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, division 155, Contractor shall provide the State with a Material Safety Data Sheet for any goods provided under this contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 155-005 (2); 437-155-025). In addition, Contractor must label, tag or mark such goods.

REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGE AND/OR FORM REVISIONS DATED BY DAS  
FORMS COMMITTEE 04/05

# ***REQUEST FOR QUOTE (RFQ)***

- ☐ Initial Request for Quote (from Requesting Agency to Vendors)  
Due Date: April 13, 2018
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase

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## ***REQUESTING AGENCY INFORMATION***

Agency: City of Canby – Canby Area Transit (CAT)  
Contact Person: Julie Wehling  
Email Address: [wehlingj@canbyoregon.gov](mailto:wehlingj@canbyoregon.gov)  
Agency Address: PO Box 930, Canby, OR 97013

Date: March 21, 2018  
Phone: 503.266.0751  
Fax: 503.263.6284

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The City of Canby through its Transit Department (Canby Area Transit) is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of TWO (2) Gasoline Engine, Low-Floor, Category D, Medium-Size, Light-Duty Transit Bus with 16 regular passenger seats and 4 wheelchair stations. Useful Life expectancy: 5 years or 150,000 miles.

Selection will be made based on Best Value Purchase subject to the following evaluation criteria and values. Meeting minimum required specifications is a pass/fail. Vendor's products that do not meet the minimum required specifications will not be considered further.

1. Meeting Minimum Requirements (pass/fail)
2. Lowest Pricing with Required Options (30 Points)
3. Preferred Options Offered (30 Points)
4. Vehicle Compatibility with Existing Fleet (15 Points)
5. Vehicle Serviceability (15 Points)
6. Vehicle Operating Characteristics (10 Points)

Quotes should specifically highlight how the proposed vehicle meets the listed specifications and clearly identify and explain any differences from the specifications listed below. The format for submission of quotes should follow the list below in order to simplify the review of the stated specifications. Quotes that do not follow this requirement will be deemed non-responsive and eliminated from the competition. Please submit RFQ Responses by **April 13, 2018 at 5pm**. **Email submission is preferred.** Please email to [wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us). Quotes can also be delivered to the CAT office (195 S Hazel Dell Way, Suite C in Canby) on weekdays between 8am – 5pm or mailed to:

City of Canby – Canby Area Transit  
Julie Wehling, Transit Director  
PO Box 930  
Canby OR, 97013

Contact Julie Wehling with any questions  
[wehlingj@ci.canby.or.us](mailto:wehlingj@ci.canby.or.us)  
503.266.0751



**VENDOR (Business Name): Creative Bus Sales**

**Vendor Contact Person: Kimberly Stanchfield**

**Phone: 844-993-5989 x 327**

**Email: Kimberly.Stanchfield@CreativeBusSales.com**

**Alt Phone: 503-709-9665**

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

**State Price Agreement number: 4757**

**Length: 23' Fuel Type: Gasoline Vehicle: Arboc Make/Model: Spirit of Mobility**

**Floor: ☐ High Floor ☒ Low Floor Other: \_\_\_\_\_**

**No. of Regular Passenger Seats: 16**

**No. of ADA Wheelchair Stations: 4**

**The general specification for vehicle is as follows:**

**See attached Floor Plan**

**Base Vehicle Price: \$113,857**

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Steel cage, low floor, "Body on Chassis", dual rear wheels	Yes		
20 to 25 foot chassis 10,000 – 16,000 GVWR	Yes		23' Bus - 14,200 GVWR
8 cylinder gas engine 6.0L or larger	Yes		6.0L Provided
Fast idle, gas engine	Yes		
Heavy duty 6 speed automatic transmission with auxiliary transmission cooler	Yes		
Heavy duty alternator OEM 145-amp	Yes		
65K BTU heater	Yes	-\$450	Credit for one heater
A/C 70,000 BTU	Yes	\$1125	ACC - A/C 80,000 BTU MINISPHERES 130 <b>HEAT/COOL COMBO</b> TM21 Compressor (w/in line pump)
2 Heavy duty 12V 700 CCA batteries	Yes		
Auxiliary Battery compartment w/tray and door	Yes		Stainless Steel Battery Tray
Heavy duty disc brakes with 4 wheel antilock	Yes		OEM
True low-floor with no steps or incline	Yes		

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Air suspension front and rear with kneeling feature.	Yes		
Back-up alarm	Yes		
Daytime running lights	Yes		
Exhaust routed to drivers side	Yes		
Driver side running board – 12”	No		
Front and rear mud flaps	Yes		
Rear tow hooks	No	\$50	
Heated/remote exterior mirrors	Yes		
Merge/yield sign (LED)	No	\$750	
Side turn/marker lights	Yes		
Electric entry door with manual reverse and key lock or other security measure.	Yes		Rotary Disconnect Switch in driver stepwell provided
34” X 62” ADA compliant wheelchair entry Braun ramp or equivalent (minimum 800 lb. capacity)	Yes		Braun
Provide 2 floor plan options showing the following seating configuration (16 & 4)	Yes		See attached and below
7 double foldaway seats (mid high with arm rests) or <i>equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)</i>	No	\$1513	
2 single fixed seats (mid high with arm rests) or <i>equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)</i>	No	\$200	
Wheelchair securement storage on the bottom of foldaway seats	No	\$150	
4 Wheelchair stations with Q-Straint or equivalent wheelchair securements. Track Style ONLY	No	\$910	L track provided
No AM FM Radio	Yes	\$-233	Credit
Destination Signs on side and front of vehicle include software and installation costs. Controls installed in AM FM radio spot. TwinVision Mobilite or equivalent.	No	\$4525	Twin Vision Mobilite Provided – Controls to be mounted in Radio spot
Standee Line with yellow sign	Yes		
Overhead parcel rack one side only	No	\$450	Drivers Side only
Pull cord stop request system	No	\$825	Yellow pull cords with chimes with surface mounted wired push buttons at wc positions
Interior convex mirror approximately 6x9	Yes		6 x 9 Provided

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Rear window Fresnel Lens	No	\$40	
Rear and side Egress window (s) with lights	Yes		
2 bike rack and mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$750	Mounting brackets only – no bike rack provided
Prewired for digital 2-way radio	Yes		
Digital Clock in driver area	No	\$95	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$1615	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes		
Driver stanchion with modesty panel	Yes		
Description of <b>Preferred Options</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Freedman Featherweight La France Mills 539 Tower 3000 Green seat covers or equivalent	No	\$1085  Level 5 fabric price	LaFrance Mills fabric has been discontinued per update from Freedman seating 2/1/18. Please go to <a href="http://www.freedmanseating.com/upholstery/lafrancemills-2">www.freedmanseating.com/upholstery/lafrancemills-2</a> for details and current fabric selections available.
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	No	See seat options to left	*Freedman Chevy Sport Seat With Power base provided \$1250  *OEM Seat with power base price included  *USSC GE2 Evolution Driver seat with power base \$1750
Exterior graphics prepared & installed (details provided upon request)	No	\$1555	From Gillespie Decals
Interior graphics prepared & installed (details provided upon request)	No	\$350	From Gillespie Decals
AngelTrax (or equivalent) security camera system with 5 cameras and backup view monitor for rear the facing camera. Purchased & installed.	No	\$4150	Angeltrax provided
Kenwood (or equivalent) digital 2-way radio system purchased & installed	No	\$1150	Purchased thru Complete Wireless Systems

Description of <b>Required Specifications</b>	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Sportworks 2 bike rack or equivalent purchased & installed	No	\$551	Rack only – mounting brackets listed above
Rack or display case for advertising and notices inside the bus	No	\$600	
Safety supplies: 5 lb fire extinguisher, 16 unit first aid kit, triangle kit	Yes		
Powder Coat Yellow - railings on entry doors, parallel to entrance, on ceiling and driver stanchion as listed above.	No	\$625	
Body fluid clean-up kit	Yes		
Walker/Grocery storage area	No	\$290	In Co-Pilot area
Q' Straint Walker holder or equivalent	No	\$170 each	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	
Altro Transflor Flooring or equivalent	Yes		Altro provided
6 studded snow tires on white wheels	No	\$1860	From Les Schwab
Total of 5 keys per bus	No	\$250	3 extra sets of ignition, battery box and overhead compartment

Credit for standard items not listed:

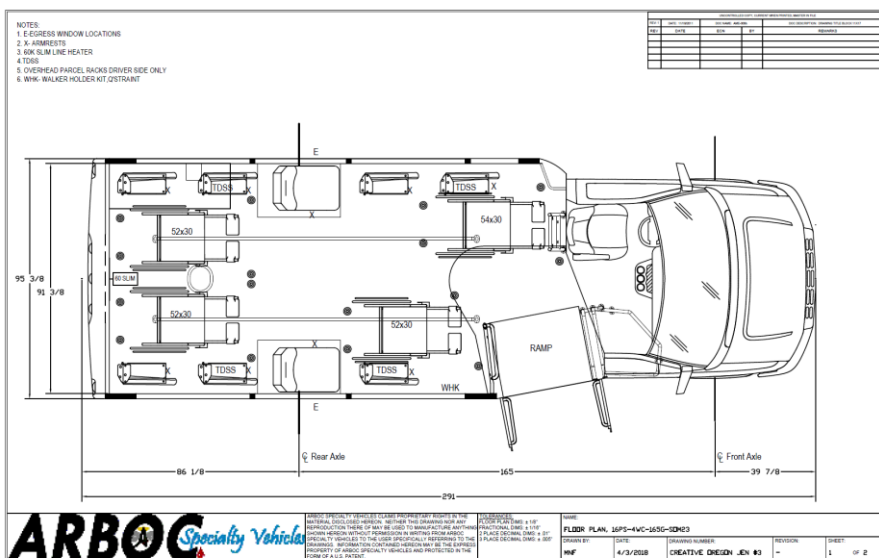
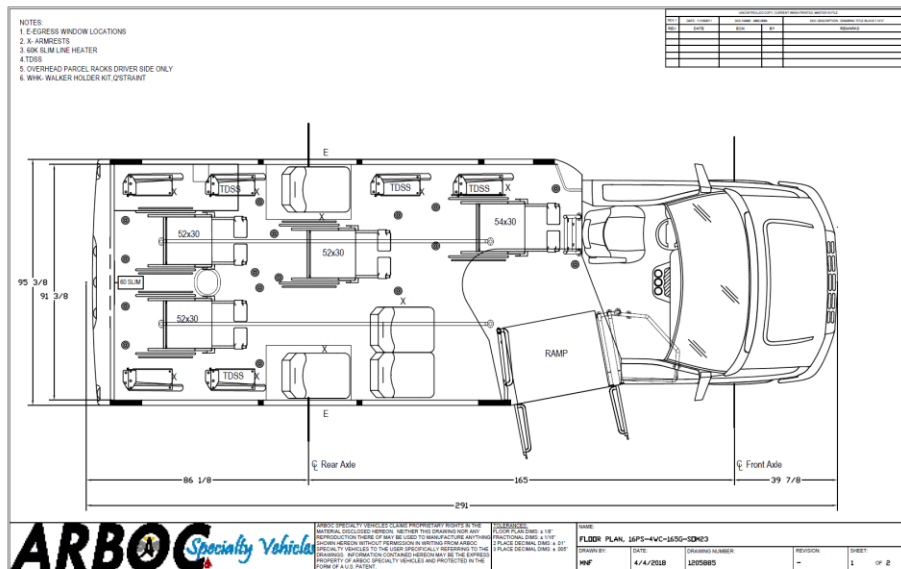
- Ramp activation / warning buzzer -\$150
- Spare tire and wheel -\$325
- Rear door -\$625
- Locking fuel cap -\$150

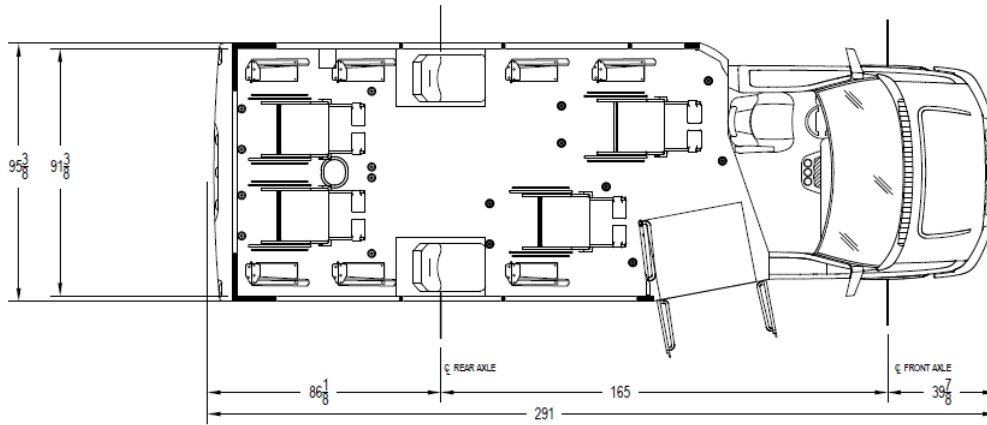
**Total per Vehicle Price Quote: \$137,943**

**Vendor's Signature:**



**Date Sent: 4/12/18**





P.O. #

SHOW THIS NUMBER ON ALL PAPERS AND SHIPMENTS  
PERTAINING TO THIS ORDER

NAME OF ORDERING AGENCY	PO DATE	DELIVERY DATE	VENDOR CONTRACT NUMBER
VENDOR NAME AND ADDRESS		BILL TO NAME AND ADDRESS	
VENDOR CONTACT PERSON NAME AND PHONE		AGENCY CONTACT PERSON NAME AND PHONE	
SHIP TO		ODOT/PTD GRANT AGREEMENT NUMBER	
		TERMS	
		30	
		COMMENT	

[illegible]

### 2.7.3 Mandatory purchase order language.

This purchase is submitted pursuant to State of Oregon Solicitation No. **102-2041-14** and Price Agreement No. . The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied. Visit the ODOT-RPTD Web site, [www.oregon.gov/odot/pt](http://www.oregon.gov/odot/pt), to access ORPIN

AUTHORIZED AGENT PRINT NAME	AUTHORIZED AGENT SIGNATURE	SIGNATURE DATE
	X	

**STANDARD TERMS AND CONDITIONS — STATE OF OREGON — CONTRACTS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES**

1. DEFINITIONS: "Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the purchase order or price agreement document.

“Contractor” means a person or organization with which the State of Oregon has contracted for the purchase of goods the terms “Contractor” and “Seller” as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; “ORS” means the Oregon Revised Statutes;

“State” means the state agency making the purchase and is synonymous with “Buyer” as used in ORS chapter 12. “State” also means an ORCPP member if the purchase is being made under the State’s cooperative purchasing program authorized by ORS 190.240.

2. **WORKERS' COMPENSATION:** The Contractor, its subcontractor, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

3. STANDARD AND SPECIAL TERMS AND CONDITIONS: The terms and conditions printed on this page are standard to State of Oregon contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

4. DELIVERY: All deliveries shall be F.O.B destination with all transportation and handling charges paid by Contractor, unless specified otherwise in the solicitation documents. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

5. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the State at times and place determined by the State. If the State finds goods furnished to be incomplete or not in compliance with solicitation specifications, the State may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the State, the State may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the State's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

6. **WARRANTIES:** Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the State.

7. CASH DISCOUNT: If the State is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

8. **PAYMENT:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

9. **TERMINATION:** This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

10. **FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

11. **BREACH OF CONTRACT:** Should Contractor breach any of the provisions of this contract, the State reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages suffered by the State as the result of Contractor's breach of contract including but not limited to incidental and consequential damages, as provided in ORS 72.7110 to 72.7170 in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on State of contracts, as provided in ORS chapter 279 and OAR chapter 137.

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18. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights or delegate responsibilities under this contract in whole or in part, without the prior written approval of this State. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to the State under the contract as if no such assignment, transfer, or subcontract had occurred. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.

19. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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REVISÉ PAR LE GÉNÉRAL DU BARREAU 9/94

DOCUMENT TITLE CHANGED BY DAS FORMS COMMITTEE 04/05



ODOT PUBLIC TRANSIT VEHICLE PURCHASE				
Agency Name: City of Canby - Canby Area Transit		Contact Person: Julie Wehling		
Grant Agreement No. 32168		Date: 4.13.18	Phone No. 503.266.0751	
<b>STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 1</b>				
Vehicle Useful Life Category: D	No. of Vehicles to be Purchased: 2	No. of Regular Seats: 16	No. of ADA Stations: 4	
Required Specifications:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input checked="" type="checkbox"/> Other (see Bid Comparison Worksheet)		
Additional Preferred Options:	<input type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input checked="" type="checkbox"/> Other (see Bid Comparison Worksheet)		
Best Value Factors (non-purchase-price)	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input checked="" type="checkbox"/> Other (see Best Value Score Criterion)		
PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):				
Requested Quotes	A - Creative Bus Sales	B - Schetky NW	C - Western Bus	
Vehicle Make/Model Proposed:	Spirit of Mobility	Champion LF Transport	no quote	
Vehicle Base Price:	\$113,857	\$93,199		
Cost of Required Specifications:	\$11,065	\$23,085		
Total Vehicle Cost With Required Specifications:	\$124,922	\$116,284		
Cost of Additional Preferred Options (if any - enter zero if none):	\$13,021	\$18,942		
Total Vehicle Cost With Required and Preferred Options:	\$137,943	\$135,226		

## ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: City of Canby - Canby Area Transit

Grant Agreement No: 32168

### 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)	A - Creative Bus Sales	B - Schetkey NW	
Meeting Minimum Requirements (pass/fail)	pass	fail	
Lowest Pricing with required Options (30)	0	30	
Preferred Options Offered (30)	30	30	
Vehicle Compatibility with Existing Fleet (15)	15	0	
Vehicle Serviceability (15)	15	0	
Vehicle Operating Characteristics (10)	10	0	
Total Rating Score or Evaluation:	70	60	
Best Value Vehicle Selected:	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected

Explanation/Rationale for Vehicle Selected:

Summary Analysis: Two vendors submitted quotes.

Vendors A & B offer a low-floor product. Vendor B's product requires an additional ramp for wheelchairs to access the rear of the bus. It was determined that this does not meet the "true low-floor with no steps or incline" specification to our satisfaction. The mid-ship ramp offered by vendor B is a vehicle characteristic that will be a challenge for many of our fragile riders who use walkers. Therefore, vendor B did not meet the minimum required specifications. Vendor A was the only bidder that met all specifications and provided all requested equipment.

#### AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)

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

Julie Wehling, Transit Director

503.266.0751/wehlingj@canbyoregon.gov

Signature of Agency Representative:

*Julie R. Wehling*

Date of signature:

4-13-18

## **ORDINANCE NO. 1475**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO PURCHASE THREE (3) VEHICLES FOR CANBY AREA TRANSIT FROM CREATIVE BUS SALES OF CANBY, OREGON.**

**WHEREAS**, the City of Canby/Canby Area Transit (CAT) wish to purchase two (1) 20 passenger, 28' Arboc Spirit of Mobility accessible transit vehicles; and one (2) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle; and

**WHEREAS**, based on Federal Transit Administration useful life standards bus #20017 (VIN 1GBE4V1999F407205), bus # 20018 (VIN 1GB9G5A68A1121989) and bus # 20019 (VIN 1GB9G5A65A1122100) have exceeded these standards; and

**WHEREAS**, the Federal programs (49 U.S.C. 5310) provides capital assistance for the purpose of supporting public transportation; and

**WHEREAS**, CAT received grant contract no. 31468 from ODOT – Rail and Public Transit Division for \$125,622 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase one (1) replacement vehicle; and

**WHEREAS**, CAT received grant contract no. 17-0814 from TriMet for \$14,378 in ODOT Special Transportation Funds (STF) to provide the 10.27% matching funds to purchase one (1) of the replacement vehicles; and

**WHEREAS**, CAT received grant contract no. 32167 from ODOT – Rail and Public Transit Division for \$236,887 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase two (2) replacement vehicles; and

**WHEREAS**, the grant and matching funds for the proposed purchase of vehicles are included in the proposed budget for fiscal year 2018/19 for the City of Canby; and

**WHEREAS**, the purchase will comply with ORS 279.820 - 279.855 and will be made utilizing Statewide Price Agreement number 4757 which was approved under Solicitation #102-2041-14 establishing multiple award price agreements for use by the State of Oregon and authorized Participants of the State of Oregon Cooperative Purchasing Program (ORCPP) to purchase American Disabilities Act (ADA) transit vehicles; and

**WHEREAS**, in accordance with granting agency requirements all Oregon Cooperative Purchasing Program vendors who offer vehicles that meet CAT's specifications received a copy of CAT's Request For Quote issued on March 21, 2018; and

**WHEREAS**, Oregon Cooperative Purchasing Program vendors offering appropriate vehicles responded by April 13, 2018. One vendor provided a quote for the 20 passenger vehicle and two vendors provided quotes for the (2) two 16 passenger vehicles; one vendor declined to provide any quotes and one vendor declined to provide a quote for the 20 passenger vehicle; and

**WHEREAS**, to comply with granting agency requirements the quotes may be evaluated by either lowest cost or best value. Quotes for both 20 passenger and 16 passenger vehicles were compared and evaluated based on a best value criterion; and

**WHEREAS**, the granting agency (ODOT Rail and Public Transit Division) has reviewed and approved the comparison, evaluation and selection of the best value determination; and

**WHEREAS**, the quote from Creative Bus Sales of Chino California was selected for both the 20 passenger and 16 passenger vehicles; and

**WHEREAS**, Creative Bus Sales of Chino California has supplied a quote under Price Agreement 4757 for one (1) Arboc Spirit of Mobility/Chevrolet accessible 20 passenger vehicles with 3 wheelchair stations in the amount of \$142,145 each, including scheduled options; and

**WHEREAS**, Creative Bus Sales of Chino California has supplied a quote under Price Agreement 4757 for two (2) Arboc Spirit of Mobility/Chevrolet accessible 16 passenger vehicle with 4 wheelchair stations in the amount of \$137,943 each, including scheduled options; and

**WHEREAS**, In accordance with Statewide Price Agreement 4757 all Purchase Orders accepted by Creative Bus Sales shall create a separate Contract between parties. The City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the Purchase Orders and believes it to be in the best interest of the City to submit such Purchase Orders for the three (3) vehicle purchases to Creative Bus Sales.

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

1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby (Canby Area Transit) and on its behalf, two appropriate Purchase Orders (contracts) with Creative Bus Sales:

- One Purchase Order for one (1) 20 passenger, 28' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred forty-two thousand, one hundred forty-five dollars (\$142,145); and

- One Purchase Order for two (2) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-seven thousand, nine hundred forty-three dollars (\$137,943) each.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018 by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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Brian Hodson  
Mayor

**ATTEST:**

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Kimberly Scheafer, MMC  
City Recorder



# City of Canby

PO Box 930 Phone: 503.266.4021  
222 NE 2nd Ave Fax: 503.266.7961  
Canby, OR 97013 www.canbyoregon.gov

## **M E M O R A N D U M**

**TO: Honorable Mayor Hodson and City Council**  
**FROM: Bret Smith, Chief of Police**  
**DATE: April 19, 2018**  
**THROUGH: Rick Robinson, City Administrator**

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Issue: On October 18, 2006 the City Council adopted Ordinance 1224 which required criminal history record checks on all City volunteers and prospective City employees.

Synopsis: Oregon Revised Statute 181.555(1) and OAR 257-010-0025(1) (B) establish procedures for accessing to criminal conviction record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS). Oregon Administrative Rule (OAR) 257-0015-0060(2) allows agencies authorized by OSP to access computerized criminal history records via LEDS and/or any system connected, such as the FBI Criminal Justice Information System (CJIS). Pursuant to OAR 257-010-015(11), the Canby Police Department is the criminal justice agency authorized to access Oregon State Police computerized criminal history information. Due to frequent technological improvements, recurrent amendments are made in OAR and ORS in respect to the procedures on how to access and disseminate criminal justice information. It is essential an authorized single point-of-contact is utilized by the City that will consistently access and disseminate criminal justice information as authorized by law.

The City has a duty to maintain the integrity and security when accessing the described criminal justice information systems. When such information is required to perform the necessary business practices (criminal history record checks on all City volunteers and prospective City employees), the City is responsible for its correct use and dissemination.

In order to meet Federal and State guidelines, this updated ordinance is being established for the purpose of replacing current City Ordinance 1224 to ensure compliance. The Canby Police Department will serve as the point-of-contact for the City of Canby for matters relating to the access and distribution of criminal justice information when criminal history record checks are performed for all City volunteers and prospective City employees.

Recommendation: Staff recommends that the Council adopt Ordinance 1476.

Recommended

Motion: ***"I move to approve Ordinance 1476, AN ORDINANCE ESTABLISHING CRIMINAL HISTORY RECORD CHECK POLICIES CONCERNING APPLICANTS FOR EMPLOYMENT, APPOINTED VOLUNTEERS, CONTRACTORS AND THOSE EMPLOYED BY CONTRACTORS WITH THE CITY; AND REPEALING ORDINANCE 1224 to come up for second reading on May 16, 2018.***

Attachments: Ordinance 1476

## **ORDINANCE NO. 1476**

### **AN ORDINANCE ESTABLISHING CRIMINAL HISTORY RECORD CHECK POLICIES CONCERNING APPLICANTS FOR EMPLOYMENT, APPOINTED VOLUNTEERS, CONTRACTORS AND THOSE EMPLOYED BY CONTRACTORS WITH THE CITY; AND REPEALING ORDINANCE 1224**

**WHEREAS**, the City Council adopted Ordinance 1224 on October 18, 2006 which required criminal history record checks on all City volunteers and prospective City employees; and

**WHEREAS**, the City has a duty to maintain integrity, security, and protocol compliance when accessing FBI Criminal Justice Information (CJI) and any system connected to FBI CJI; and

**WHEREAS**, when such information is required to perform necessary business practices, the City is responsible for its correct use and dissemination; and

**WHEREAS**, for the purpose of meeting Federal and State guidelines, Ordinance 1224 is being repealed to ensure compliance; and

**WHEREAS**, The Canby Police Department will serve as the point-of-contact for the City of Canby for matters relating to the access and distribution of criminal justice information; and

**WHEREAS**, ORS 181.555(1) AND OAR 257-010-0025(1)(b) establish procedures for access to criminal conviction record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS); and

**WHEREAS**, OAR 257-0015-0060(2)(a) allows agencies authorized by OSP to access Computerized Criminal History records via LEDS; and

**WHEREAS**, pursuant to OAR 257-010-015(11) the Canby Police Department is a criminal justice agency authorized to access Oregon State Police computerized criminal history information via the Law Enforcement Data System(LEDS); and

**WHEREAS**, the City Council finds it in the City's best interest both financially and for efficiency of time to have the City Police department complete criminal and driving history record checks for finalists for positions in all departments at the City, volunteers, contractors and employees of contractors with the City; and

**WHEREAS**, it is in the City's best interest to review criminal history information for all City volunteers and prospective employees to ensure that said volunteers and prospective employees have not committed crimes that pose a threat to the public or its resources; and

**WHEREAS**, the City Council finds that in order to proceed in accomplishing the Ordinance 1476

above the City Council must adopt an Ordinance directing the Police department to do this per the State Law Enforcement Data System (LEDS regulations).

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

Section 1. Citizens employed or volunteering for the City of Canby will have a criminal history check conducted by the Police department through the Law Enforcement Data System (LEDS) to ensure selected individuals have the highest degree of citizen trust and confidence.

Section 2. All proceedings pursuant to this Ordinance shall be conducted in accordance with ORS 181.555 and OAR 257-010-025 which establishes procedures for access to criminal record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS).

Section 3. Ordinance 1224 is hereby repealed.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

---

Brian Hodson  
Mayor

**ATTEST:**

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Kimberly Scheafer, MMC  
City Recorder



# M E M O R A N D U M



**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Renate Mengelberg, Economic Development Director*  
**THROUGH:** *Rick Robinson, City Administrator*  
**DATE:** *May 2, 2018*

---

**Issue:** **Creation of a city-wide transient room tax that is paid by hotel and other lodging guests to fund tourism promotion and development efforts.**

**Synopsis:**

Canby is one of the few cities in the surrounding area that does not have a transient lodging tax. Visitors generally choose lodging based on proximity, amenities and price, and are not typically deterred by transient lodging taxes. Canby could establish this dedicated funding source for tourism promotion and development initiatives that would support our local businesses and events. Transient room tax revenues can also offset the cost of event coordination and related police and public works support.

The Canby Community Vision identified supporting tourism and creating a transient room tax under the Arts and Culture Aspiration: “Increase, coordinate, and promote arts and events that can build community cohesiveness and attract tourism to Canby”. The city has proactively supported tourism recently by creating the new Visit Canby website and tourism and heritage brochures. A wayfinding signage system is coming in Spring 2018.

Canby’s local hotel, the Motel 6, already collects the 1.8% State of Oregon tax and the 6% Clackamas County tax. Adding a city tax is not an extra collection burden for them. Lodging facilities keep 5% of the transient room taxes they collect to cover administration costs. The tax would also apply to hotels, bed and breakfasts, campgrounds and short-term lodging intermediaries such as Airbnb, Vacasa, HomeAway, etc. By state statute, lodging facilities collect and pay taxes quarterly, and 70% of the funds must be used to support tourism related projects. The other 30% of the funds can be used for tourism related or general government purposes.

Tourism is booming. Clackamas County has seen steady growth in occupancy rates, revenue per available night, and average daily revenue. Canby could consider a 5% to 6% rate to match peer cities in the area. Based on current occupancy levels, a 5% tax would generate at least \$15,590 and a 6% tax would generate \$19,120 a year. The attached a spreadsheet shows recent revenues in cities across Oregon and an overview of transient lodging taxes for the council’s review.

**Recommendation:** Adopt a transient lodging tax rate between 5% and 6%, dedicate funds to tourism promotion and development, and direct staff to begin implementation on July 1, 2018.

**Recommended Motion:** *I move to approve Ordinance 1477, AN ORDINANCE ADDING CHAPTER 3.50 TO THE CANBY MUNICIPAL CODE THEREBY ESTABLISHING A TRANSIENT ROOM TAX to come up for second reading on May 16, 2018.*

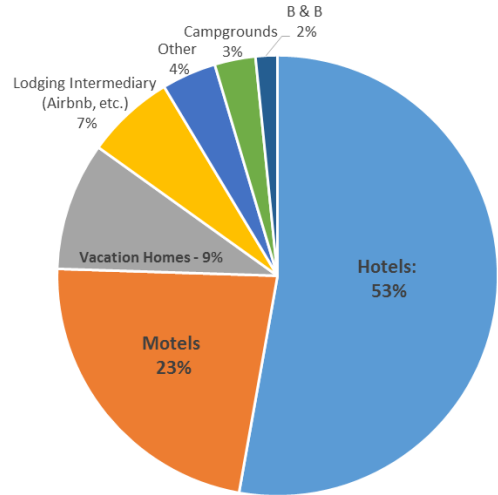
**Attachments**

- Recent Oregon Transient Lodging Tax Revenues
- Transient Lodging Tax Overview
- Ordinance 1477

# Transient Lodging Tax Overview

## Regional Accommodation Overview:

- Canby could attract visitors from the Portland Metro, Mt. Hood, and Willamette Valley markets.
- Local hotel markets have seen impressive growth since the 2008 recession. Clackamas County has seen occupancy rates rise 22.3% since 2011.
- Close to 9.1 million stays in the Portland area in the past year generated \$253.8 million in tax revenue provided by about individual 400 lodging providers.
- Occupancy rates, average daily revenue, and revenue per available room have also been steadily on the rise.



Types Of Lodging - Portland Area 2015

## Local Accommodation Overview:

- In Canby, there is only one property, the newly rebranded Motel 6 (formerly the Canby Country Inn). It is a centrally located 35 room property that offers basic amenities with rates at \$76 per night.
- There is a shortage of business class lodging options in the Canby area.
- The main Canby lodging competitors are located in Wilsonville and Oregon City.
- Within a 22-24 minute radius of Canby, there are thirty six hotels that offer 2,199 rooms.

## Transient Lodging Tax Comparison:

- State-wide – additional city lodging taxes range from 1%-12% with an median rate of 8%.
- Of the 241 cities in Oregon, 86 have transient lodging taxes. Of those, the vast majority (73) have a tax rate of 6% or higher. Only 3 cities have a 3% tax rate.
- Overall, cities earned an average of \$740,277 (excluding Portland as an outlier).
- Cities with a tax of 6% to 8% generally have populations with a range of 1,000 to 20,000. They tend to be within commuting distance of popular tourist destinations. Transient Lodging revenues range from \$10,000 to \$70,000 and \$1-4 million strong tourism locations.
- Four cities in Clackamas County have Transient Lodging taxes that range from 3% to 6%

	Portland Metro Cities				Clackamas County Cities			
City/ Tax	Portland	Beaverton	Hillsboro	Lake Oswego	Wilson- ville	Oregon City	Sandy	Canby
City	8%	4%	3% (proposed)	6%	5%	4%	3%	None
County	5.5%	9%	9%	6%	6%	6%	6%	6%
State	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%	1.8%
Total	15.3%	14.8%	13.8%	13.8%	12.8	11.18	10.8	7.8%

## **State Requirements for allocation of local transient lodging taxes:**

**70% must go to tourism related programs** – This includes advertising, promotion, and support of tourism facilities like conference/visitor centers. Event related police or public works staffing, and directly related tourism infrastructure investments can be included, if clearly documented.

**30% can be allocated to general funds** – this is unrestricted in use according to HB 2267.

## **Neighboring City Case Studies – Examples to guide Canby efforts**

**Wilsonville** – is comparable in size to Canby with similar location and attractions. They benefit from high visibility and access to I-5 and have significantly more hotels than Canby. Six hotels generated \$242,000 in tax revenue in the past year. They have established a non-profit Destination Management Organization (DMO) to guide growth and manage tourism related programs. They offer city and county level grants for programs focused on tourism.

Wilsonville attracts tourists because of their direct access to I-5 and proximity to Portland. They have built specialty markets around horse shows and the new House of Speed museum. They attract group stays such as school trips, conferences and tourist groups looking for cheaper rates.

**Oregon City** - has the 114 room Rivershore Best Western Plus Hotel, a 35 space RV Park and a handful of Airbnb's, cabins, farm stays and small lodges in the surrounding area. There is one hotel project in the works. Their location off I-205 and Highway 99E is within a reasonable commute to Portland for tourists.

The city has had a Transient Room tax of 3% since 1982 and increased the tax in 1986 by 1% to 4%. It generates approximately \$78,170 in transient room tax revenues a year. Currently the city is dedicating its Transient Room Tax funds on creating and implementing a new tourism strategy. It will focus is on increasing overnight stays and encourage longer trips. It will promote historic buildings and bountiful Main Street, the Willamette Falls Legacy Project pedestrian walkway. The city is expecting significant growth in tourism in coming years.

In the past, the city has used tax proceeds to fund a Community Partnership Program (CPP) for tourism related projects. Grant eligible projects included Agro-tourism, outdoor recreation, heritage/Cultural /Arts, Multi-property lodging promotion or lodging facility development, Social Media & Internet marketing, Market/Product Promotion or Development and Bicycle Tourism Promotion or Development.

## **Sources of Lodging demand in Canby:**

- Clackamas County Event Center and Fair – including attendees and exhibitors
- Business related stays: tied to the industrial park and local businesses
- Tourism related stays
- Group stays for school/tourist groups
- Sporting events and tournaments
- A lower cost alternative for tourists visiting Portland
- Hosting training sessions (police department)

## **Canby Hotel Tax Revenue Estimates**

### **Projected revenues based on current conditions**

Total room nights (Current): 12,775

Rate: \$76

Annual Occupancy Rate		3% Tax rate	4% Tax rate	5% Tax rate	6% Tax rate
Low	35%	\$9,120	\$12,455	<b>\$15,590</b>	<b>\$19,120</b>
Moderate	50%	\$12,956	\$17,190	<b>\$21,440</b>	<b>\$25,830</b>
High	70%	\$18,020	\$23,998	<b>\$30,455</b>	<b>\$36,200</b>

Assumptions based on current Motel 6 with 35 rooms at an average room rate of \$76

### **Projected revenues with a new hotel**

New total room nights: 34,675

Combined Avg. rate: \$93

	Occupancy	3% Tax rate	4% Tax rate	5% Tax rate	6% Tax rate
Low	35%	\$39,780	\$52,774	<b>\$65,967</b>	<b>\$79,010</b>
Moderate	50%	\$56,756	\$75,391	<b>\$94,238</b>	<b>\$113,042</b>
High	70%	\$79,340	\$105,547	<b>\$131,934</b>	<b>\$158,231</b>

Assumptions: The current Motel 6 plus a new 80 room hotel w. average room rates of \$100/night

## **Recommendations**

Staff recommends that the council adopt a transient lodging tax rate between 5% and 6% dedicated proceeds entirely to tourism. This rate is similar to rates charged by nearby lodging competitors located in Oregon City and Wilsonville.

The city should dedicate Transient Lodging Tax revenue to future tourism development and promotion efforts. Recent City initiated tourism efforts include the new tourism focused website, VisitCanby.com, a visitor information brochure, heritage tourism brochures and historic building plaques. A wayfinding system is also under development. The city's Economic Development Department would implement the program.

Recent Transient Lodging Tax Revenues for 86 Cities in Oregon

Provided by Dean Runyan Associates for the League of Oregon Cities

City	Population	Current Transient Lodging Tax Rate	Revenues 2015 in thousands	Revenues 2016 in thousands	Increase	Cities at each Tax Rate
Warrenton	5,265	12%	\$ 626,000	\$ 720,000	\$ 94,000	1 City
Bend	83,500	10.40%	\$ 6,367,000	\$ 7,694,000	\$ 1,327,000	2 Cities
Tillamook	4,920	10%	\$ 363,000	\$ 360,000	\$ (3,000)	
Eugene	165,885	9.50%	\$ 4,480,000	\$ 5,157,000	\$ 677,000	
Lincoln City	8,485	9.50%	\$ 5,887,000	\$ 6,337,000	\$ 450,000	4 Cities
Newport	10,190	9.50%	\$ 3,173,000	\$ 3,537,000	\$ 364,000	
Springfield	60,140	9.50%	\$ 2,574,000	\$ 2,900,000	\$ 326,000	
Albany	52,540	9%	\$ 941,000	\$ 1,057,000	\$ 116,000	
Ashland	20,620	9%	\$ 2,339,000	\$ 2,055,000	\$ (284,000)	22 Cities
Astoria	9,770	9%	\$ 1,423,000	\$ 1,667,000	\$ 244,000	
Burns	2,830	9%	\$ 91,000	\$ 126,000	\$ 35,000	
Central Point	17,585	9%	\$ 391,000	\$ 482,000	\$ 91,000	
Corvallis	58,240	9%	\$ 1,604,000	\$ 1,746,000	\$ 142,000	
Cottage Grove	9,890	9%	\$ 254,000	\$ 272,000	\$ 18,000	
Florence	8,680	9%	\$ 714,000	\$ 786,000	\$ 72,000	
Garibaldi	790	9%	\$ 138,000	\$ 165,000	\$ 27,000	
Grants Pass	36,815	9%	\$ 1,204,000	\$ 1,420,000	\$ 216,000	
Jacksonville	2,920	9%	\$ 117,000	\$ 147,000	\$ 30,000	
Lebanon	16,435	9%	\$ 70,000	\$ 204,000	\$ 134,000	
Madras	6,275	9%	\$ 278,000	\$ 283,000	\$ 5,000	
Manzanita	625	9%	\$ 679,000	\$ 721,000	\$ 42,000	
Medford	78,500	9%	\$ 3,315,000	\$ 3,824,000	\$ 509,000	
Ontario	11,465	9%	\$ 734,000	\$ 867,000	\$ 133,000	
Redmond	27,595	9%	\$ 691,000	\$ 835,000	\$ 144,000	
Rockaway Beach	1,335	9%	\$ 623,000	\$ 675,000	\$ 52,000	
Salem	162,060	9%	\$ 3,125,000	\$ 3,613,000	\$ 488,000	
Silverton	9,725	9%	\$ 255,000	\$ 276,000	\$ 21,000	
Wheeler	405	9%	\$ 28,000	\$ 29,000	\$ 1,000	
Woodburn	24,795	9%	\$ 335,000	\$ 435,000	\$ 100,000	
Prineville	9,645	8.50%	\$ 253,000	\$ 316,000	\$ 63,000	1 City
Portland	627,395	8%	\$ 41,804,000	\$ 50,543,000	\$ 8,739,000	20 Cities
Cannon Beach	1,710	8%	\$ 3,045,000	\$ 3,536,000	\$ 491,000	
Coburg	1,070	8%	\$ 45,000	\$ 48,000	\$ 3,000	
Creswell	5,360	8%	\$ 156,000	\$ 177,000	\$ 21,000	
Depoe Bay	1,440	8%	\$ 545,000	\$ 609,000	\$ 64,000	
Dunes City	1,320	8%	\$ 40,000	\$ 41,000	\$ 1,000	
Hermiston	17,730	8%	\$ 494,000	\$ 513,000	\$ 19,000	
Hines	1,560	8%	\$ 166,000	\$ 192,000	\$ 26,000	
Hood River	7,760	8%	\$ 1,361,000	\$ 1,587,000	\$ 226,000	
Junction City	6,010	8%	\$ 30,000	\$ 31,000	\$ 1,000	
Lowell	1,070	8%	\$ 900	\$ 1,100	\$ 200	
Oakridge	3,255	8%	\$ 85,000	\$ 71,000	\$ (14,000)	
Pendleton	16,880	8%	\$ 913,000	\$ 963,000	\$ 50,000	
Roseburg	22,820	8%	\$ 1,011,000	\$ 1,120,000	\$ 109,000	
Seaside	6,605	8%	\$ 4,120,000	\$ 4,476,000	\$ 356,000	
Sisters	2,390	8%	\$ 407,000	\$ 449,000	\$ 42,000	
Sutherlin	8,025	8%	\$ 149,000	\$ 182,000	\$ 33,000	
The Dalles	14,625	8%	\$ 933,000	\$ 1,018,000	\$ 85,000	
Veneta	4,755	8%	\$ 500	\$ 600	\$ 100	
Westfir	255	8%	\$ 200	\$ 5,300	\$ 5,100	
Lakeside	1,725	7.50%	\$ 46,000	\$ 56,000	\$ 10,000	1 City
Cascade Locks	1,250	7%	\$ 177,000	\$ 299,000	\$ 122,000	10 Cities
Coos Bay	16,615	7%	\$ 583,000	\$ 652,000	\$ 69,000	
Gearhart	1,480	7%	\$ 189,000	\$ 199,000	\$ 10,000	
Milton-Freewater	7,070	7%	\$ 16,000	\$ 18,000	\$ 2,000	
North Bend	9,775	7%	\$ 102,000	\$ 158,000	\$ 56,000	
Port Orford	1,140	7%	\$ 64,000	\$ 69,000	\$ 5,000	
Stayton	7,745	7%	\$ 4,000	\$ -	\$ (4,000)	
Sublimity	2,755	7%	\$ 21,000	\$ -	\$ (21,000)	
Waldport	2,080	7%	\$ 52,000	\$ 61,000	\$ 9,000	
Yachats	740	7%	\$ 605,000	\$ -	\$ (605,000)	
Troutdale	16,035	6.95%	\$ 578,000	\$ 718,000	\$ 140,000	1 City
Bandon	3,125	6%	\$ -	\$ -	\$ -	18 Cities
Brookings	6,550	6%	\$ 166,000	\$ 199,000	\$ 33,000	
Condon	695	6%	\$ -	\$ -	\$ -	
Fairview	8,940	6%	\$ 59,000	\$ 52,000	\$ (7,000)	
Gold Beach	2,275	6%	\$ 355,000	\$ 410,000	\$ 55,000	
Gresham	108,150	6%	\$ 809,000	\$ 977,000	\$ 168,000	
Keizer	37,505	6%	\$ 68,000	\$ 118,000	\$ 50,000	
Lake Oswego	37,425	6%	\$ 1,146,000	\$ 1,273,000	\$ 127,000	
Metolius	740	6%	\$ 1,000	\$ -	\$ (1,000)	
Newberg	23,465	6%	\$ -	\$ -	\$ -	
Oregon City	34,240	6%	\$ 99,000	\$ 180,000	\$ 81,000	
Phoenix	4,585	6%	\$ 35,000	\$ 33,000	\$ (2,000)	
Reedsport	4,155	6%	\$ 221,000	\$ 213,000	\$ (8,000)	
Rogue River	2,200	6%	\$ 74,000	\$ 72,000	\$ (2,000)	
Shady Cove	3,040	6%	\$ 50,000	\$ 61,000	\$ 11,000	
Sweet Home	9,090	6%	\$ 36,000	\$ 23,000	\$ (13,000)	
Talent	6,305	6%	\$ 6,000	\$ -	\$ (6,000)	
Wood Village	3,915	6%	\$ 126,000	\$ 153,000	\$ 27,000	
Heppner	1,295	5%	\$ 4,000	\$ 5,000	\$ 1,000	4 Cities
La Grande	13,200	5%	\$ 304,000	\$ 340,000	\$ 36,000	
Wilsonville	23,740	5%	\$ 258,000	\$ 470,000	\$ 212,000	
Winston	5,410	5%	\$ 16,000	\$ 19,000	\$ 3,000	
Umatilla	7,220	3.50%	\$ 42,000	\$ 45,000	\$ 3,000	1 City
Enterprise	1,985	3%	\$ -	\$ 39,000	\$ 39,000	2 Cities
Sandy	10,655	3%	\$ 38,000	\$ 37,000	\$ (1,000)	
Averages			\$ 1,217,762.79	\$ 1,409,511.63	\$ 191,748.84	
Averages without Portland			\$ 740,277.65	\$ 831,470.59	\$ 91,192.94	

## **ORDINANCE NO. 1477**

### **AN ORDINANCE ADDING CHAPTER 3.50 TO THE CANBY MUNICIPAL CODE THEREBY ESTABLISHING A TRANSIENT ROOM TAX.**

**WHEREAS**, the City of Canby desires to implement a five or six percent (5%-6%) transient room tax to generate funds for tourism and tourism related facilities within the City; and

**WHEREAS**, A Transient Lodging Facility means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, Airbnb, Home Away or similar services, bed and breakfast, space in campgrounds, mobile home or trailer parks, tourist home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied; and

**WHEREAS**, the City of Canby desires to dedicate 70% of the net proceeds of this transient room tax to fund tourism promotion or tourism related facilities in accordance with Oregon Revised Statute Chapter 320; and

**WHEREAS**, 30% of the funds will be dedicated to related programs, events, and support services that enhance tourism in Canby; and

**WHEREAS**, the city wishes to require online travel companies and short-term rental hosting platforms that accept, receive or facilitate the payment of rent directly from occupants to be responsible for collecting and remitting the tax to the city; and

**WHEREAS**, the city wants to impose a five or six percent (5%-6%) transient lodging tax.

### **THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The Canby Municipal Code is hereby amended to include Chapter 3.50 Transient Room Tax as copy of which is attached hereto as Exhibit “A”.

**Section 2.** This ordinance shall take effect 30 days after passage. The fee imposed shall commence on July 1, 2018.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**EXHIBIT “A”**  
**CANBY MUNICIPAL CODE CHAPTER 3.50 TRANSIENT ROOM TAX**

**3.50 TRANSIENT ROOM TAX**

**§ 3.50.010 Definitions**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

A. ACCRUAL ACCOUNTING means the operator enters the rent due from a transient on his records when the rent is earned, whether or not it is paid.

B. Municipal Court means the City of Canby Municipal Court.

C. CASH ACCOUNTING means the operator does not enter the rent due from a transient on his records until rent is paid.

D. CITY means the City of Canby.

E. Transient Lodging Facility means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, Airbnb, Home Away or similar services, bed and breakfast, space in campgrounds, mobile home or trailer parks, tourist home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied.

F. OCCUPANCY means the use or possession, or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms in a hotel, or room in a short-term rental, or space in a mobile home, or trailer park, or portion thereof.

G. OPERATOR means the person who is acting as proprietor of the lodging facility in any capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter, by either the principal or the managing agent, shall be considered to be compliance by both.

H. PERSON means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

I. RENT means the consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property, or any other consideration valued in money, without any deduction; but does not include the sale of any goods, services, and commodities, other than the furnishing of room accommodations and



parking space in mobile home parks or trailer parks. A guaranteed no-show charge based on the rate charged for the room is considered rent, but a cancellation fee is not rent.

J. SHORT-TERM RENTAL means a house, duplex, multiplex, apartment, condominium, trailer, or other residential dwelling unit where a person rents guest bedrooms or the entire residential dwelling unit for transient lodging occupancy.

K. RENT PACKAGE PLAN means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this chapter shall be the same charge made for rent when consideration is not a part of a package plan.

L. TAX ADMINISTRATOR means the official designated by the City Administrator to carry out provisions of this chapter.

M. TAX means either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which he is required to report his collections.

N. TRANSIENT means any person who exercises occupancy, or is entitled to occupancy, in a Transient Lodging Facility for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the transient lodging facility shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator. Any such person so occupying space in a transient lodging facility shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than thirty (30) consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

### **3.50.020 Tax Imposed**

A. For the privilege of occupancy in any transient lodging facility, on and after the effective date of this chapter, each transient shall pay a tax as adopted by resolution of City Council. The tax constitutes a debt owed by the transient to the City, which is extinguished only by payment to the operator. The transient shall pay the tax to the operator of the transient lodging facility at the time the rent is paid. The operator shall enter the tax on his records when rent is collected if the operator keeps his records on the cash accounting basis, and when earned if the operator keeps his records on the accrual accounting basis. If rent is paid in installments, the transient shall pay a proportionate share of the tax to the operator with each installment.

B. Pursuant to ORS 320.350, seventy percent (70%) of the net proceeds from this transient room tax shall be used for the purposes described in ORS 320.350 (5)(a) or (c) (tourism promotion or tourism related facilities, including the financing or refinancing of tourism related facilities). Pursuant to ORS 320.350, thirty percent (30%) of the net proceeds from this transient room tax may be used to fund City services.

### **3.50.030 Where Tax is Imposed**

The tax imposed by this chapter shall apply to all transient lodging facilities located within the City of Canby.

### **3.50.040 Collections of Tax by Operator, Rules for Collection**

A. Every operator renting rooms in this City, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the operator constitutes a debt owed by the operator to the City.

B. In all cases of credit or deferred payment of rent, the payment of tax to the operator may be deferred until the rent is paid, and the operator shall not be liable for the tax until credits are paid or deferred payments are made.

C. A hosting platform for short-term rentals may collect a fee for booking services in connection with short-term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a business license at the time the short-term rental is occupied.

D. Operators who receive any portion of the rent and hosting platform that provide booking service are jointly and severally liable for the tax.

### **3.50.050 Operator's Duties**

Each operator shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator's records and any receipt rendered by the operator. Bills and invoices provided to transients shall list the City of Canby Transient Room Tax separately and must accurately state the amount of the tax. No operator of a transient lodging facility shall advertise that the tax, or any part of the tax, will be assumed or absorbed by the operator, or that it will not be added to the rent, or that when added, any part will be refunded, except in the manner provided by this chapter.

### **3.50.060 Exemptions**

No tax imposed under this chapter shall be imposed upon:

A. Any person for more than thirty (30) successive calendar days; (a person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient);

B. Any person whose rent is of a value less than \$15 per day;

C. Any person who rents a private home, vacation cabin, or like facility from any owner who personally rents such facilities incidentally to his own use thereof;

D. Any occupant whose rent is paid for a hospital room or to a medical clinic, convalescent home or home for aged people; or

E. Employees, officials or agents of the U. S. Government occupying a transient lodging facility in the course of official business; or

F. A dwelling unit that is leased or occupied by the same person for a consecutive period of 30 days or more during the year.

### **3.50.070 Registration of Operator, Form and Contents, Execution, Certification of Authority**

Every person engaging, or about to engage in, business as an operator of a transient lodging facility in this City shall register with the Tax Administrator on a form provided by the Tax Administrator. Operators engaged in business at the time this chapter is adopted must not register later than thirty (30) calendar days after passage of this chapter. Operators starting business after this chapter is adopted must register within fifteen (15) calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment or collection of tax, regardless of registration. Registration shall set forth the name under which an operator transacts or intends to transact business, the location of his place or places of business and such other information to facilitate the collection of the tax as the Tax Administrator may require. The operator shall sign the registration.

The Tax Administrator shall, within ten (10) days after registration, issue without charge from the occupant a Certificate of Authority to the registrant to collect the tax, from the occupant of the hotel, together with a duplicate thereof, for each additional place of business for each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer.

Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

Said certificate shall, among other things, state the following:

A. The name of the operator;

B. The address of the transient lodging facility;

C. The date upon which the certificate was issued; and

D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Room Tax Chapter of the Canby Municipal Code by registration with the Tax Administrator for the purpose of collecting from transients the room tax imposed by the City of Canby and remitting the tax to the Tax Administrator."

### **3.50.080 Due Date, Returns, and Payments**

A. The transient shall pay the tax imposed by this chapter to the operator at the time that rent is paid. All amounts of such taxes collected by any operator are due and payable to the Tax Administrator on a quarterly basis of the calendar year for periods ending on April 30, June 30, September 30, and December 31. Tax collections are due by the fifteenth (15th) day of the month following the preceding quarter and are delinquent on the last day of the month in which they are due.

B. On or before the fifteenth (15th) day of the month following each quarter of collection, a return for the preceding quarter's tax collections shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every operator liable for payment of tax.

C. Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of the operator for such period, an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.

D. The person that is required to file the return should deliver the return together with the remittance of the amount of the tax due to the Tax Administrator. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies. To ease administrative burdens, remittances under \$10.00 can be carried forward one time to the next quarter and paid with no penalty.

E. For good cause, the Tax Administrator may extend for up to one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the City Administrator. Any operator to whom an extension is granted shall pay interest at the rate of one percent (1%) per month or fraction of a month, on the amount of tax due. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in this chapter.

F. If the operator has complied with the terms of this chapter and particularly the provisions of this section relating to prompt payment of taxes due and payable to the Tax Administrator, the operator shall be permitted to deduct as collection expense five percent (5%) of the amount of the total taxes collected for that quarter, as shown by the return mentioned in paragraph C of this section.

### **3.50.090 Penalties and Interest.**

A. Original Delinquency: Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent (10 %) of the amount of tax due in addition to the amount of the tax.

B. Continued Delinquency: Any operator who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay a

second delinquency penalty of fifteen percent (15%) of the amount of the tax due, plus the amount of the tax due and the ten percent (10%) penalty first imposed.

C. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax due shall be added thereto, in addition to the penalties stated in paragraphs (A) and (B) of this section.

D. Interest: In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one-half of one percent (.5%) per month or fraction of a month on the amount of the tax due, exclusive of penalties, for the date on which the remittance first became delinquent until paid.

E. Penalties merged with tax: Every penalty imposed, and such interest as accrues under the provisions of this chapter, shall be merged with and become a part of the tax herein required to be paid.

F. Petition for waiver: Any operator who fails to remit the tax levied within the time stated shall pay the penalties stated. However, the operator may petition the Tax Administrator for waiver and refund of the penalty or any portion thereof, and the Tax Administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

G. Any penalties or interest applied under this section do not bar the application of further penalties under 3.50.180.

### **3.50.100 Deficiency Determinations, Fraud, Evasion, Operator Delay**

A. Deficiency determination: If the Tax Administrator determines that the returns are incorrect, he or she may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within his or her possession. One or more deficiency determinations may be made of the amount due for one or more than one period and the amount so determined shall be due and payable immediately upon service of notice as herein provided, after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in 3.50.090.

1. In making a Determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed in the manner set forth in 3.50.090.

2. The Tax Administrator shall give to the operator or occupant a written notice of their determination. The notice may be served personally or by certified mail. In the case of service by mail of any notice required by this chapter, the service is complete upon receipt by the operator or his agent or employee, or if refused, the date of its refusal as shown by the United States Postal Department return receipt.

3. Except in the case of fraud or intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the

amount is proposed to be determined or within three years after the return is filed, whichever period expires later.

4. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

B. Fraud, Refusal to Collect, Evasion: If any operator shall fail or refuse to collect said tax or to make within the time provided in this chapter any report and remittance of said tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the Tax Administrator shall proceed in such manner as he/she may deem best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this chapter from any operator who has failed or refused to collect the same and to report and remit said tax, he/she shall proceed to determine and assess against such operator the tax, interest, and penalties provided for by this chapter. In case such determination is made, the Tax Administrator shall give a notice in the manner aforesaid of the amount so assessed. Such determination and notice shall be made and mailed within three (3) years after discovery by the Tax Administrator of any fraud, intent to evade, failure, refusal to collect said tax, or failure to file return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.

C. Operator Delay. If the Tax Administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the City will be jeopardized by delay or if any determination will be jeopardized by delay, s/he shall thereupon make a determination of the tax or amount of tax required to be collected noting the fact upon the determination. The amount so determined as herein provided shall be immediately due and payable, and the operator shall immediately pay the same determination to the Tax Administrator after service of notice thereof provided. However, the operator may petition after payment has been made for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of service of notice by the Tax Administrator.

### **3.50.110 Re-determinations**

A. Any operator against whom a determination is made under Section 8.02.100 or any person directly interested may petition for a re-determination and redemption and refund within the time required in 3.50.100, hereof. If a petition for re-determination and refund is not filed within the time required in 3.50.100, the determination becomes final at the expiration of the allowable time.

B. If a petition for re-determination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and, if the person has so requested in their petition, shall grant the person an oral hearing, and shall give them ten (10) days' notice of the time and place of the hearing. The Tax Administrator may continue the hearing as needed.

C. The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing, and if an increase is determined, such increase shall be payable immediately after the hearing.

D. The order or decision of the Tax Administrator upon a petition for re-determination of redemption and refund becomes final ten (10) days after service upon the petitioner of notice thereof, unless appeal of such order or decision is filed with the Municipal Court within ten (10) days after service of such notice.

E. No petition for re-determination of redemption and refund or appeal thereof shall be effective for any purpose unless the operator has first complied with the payment provisions hereof.

### **3.50.120 Security, Collection of Tax**

A. The Tax Administrator, after delinquency and when he or she deems it necessary to insure compliance with this chapter, may require any operator subject thereto to deposit with the City such security in the form of cash, bond, or other security as the Tax Administrator may determine. The amount of the security shall be fixed by the Tax Administrator but shall not be greater than twice the operator's estimated average quarterly liability for the period for which he files returns, determined in such manner as the Tax Administrator deems proper, or Five Thousand Dollars (\$5,000), whichever amount is the lesser. The amount of the security may be increased or decreased by the Tax Administrator subject to the limitations herein provided.

B. At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable or at any time within three (3) years after any determination becomes final, the Tax Administrator may bring an action in the courts of this State, or any State, or of the United States in the name of the City to collect the amount delinquent together with penalties and interest.

### **3.50.130 Lien**

A. The tax imposed by this chapter together with the interest and penalties herein provided and the filing fees paid to the Clerk of Clackamas County, Oregon, and advertising costs which may be incurred when same becomes delinquent as set forth in this chapter shall be and remain until paid a lien from the date of its recording with the Clerk of Clackamas County, Oregon and superior to all subsequent recorded liens on all tangible personal property used in the transient lodging facility of an operator, which may be foreclosed on and sold as may be necessary to discharge said lien. The personal property subject to such lien may be seized by any authorized deputy or employee of the City and may be sold at public auction after twenty (20) days' notice of sale given by two publications in a newspaper of general circulation in the City. The notices required hereunder shall be published not less than seven (7) days apart. Such seizure and sale shall be in addition to any other process to secure payment of the delinquent tax allowed by law.

B. Any lien for taxes shall upon the payment of all taxes, penalties, and interest thereon, be released by the Tax Administrator.

### **3.50.140 Refunds**

A. Operators' refunds: Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded, provided that a verified claim in writing therefore stating the specific reason upon which the claim is founded is filed with the Tax Administrator within three (3) years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the operator from whom it was collected or by whom paid, and the balance may be refunded to each such operator, his administrators, executors or assignees.

B. Transient Refunds: Whenever the tax required by this chapter has been collected by the operator and deposited by the operator with the Tax Administrator, and it is later determined that the tax was erroneously or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient provided that a verified claim in writing therefore stating the specific reason on which the claim is founded is filed with the Tax Administrator within three (3) years from the date of payment.

### **3.50.150 Administration**

A. Transient Room Tax Fund: The Tax Administrator shall place all monies received pursuant to this order in the Transient Room Tax Fund.

B. Records Required from Operators: Every operator shall keep guest records of room sales and accounting books and records of room sales. The operator shall retain all records for a period of three (3) years and six (6) months after they come into being.

C. Examination of Records, Investigations: For the purpose of enforcing 3.50.100 of this chapter, if the Tax Administrator has reason to believe that the returns are incorrect or that fraud, refusal to remit, evasion, or operator delay has occurred as set forth in 3.50.100 of this chapter, then the Tax Administrator or any person authorized in writing by him or her may examine during normal business hours the books, papers, and accounting records relating to room sales of any operator after notification to the operator liable for the tax and may investigate the business of the operator in order to verify the accuracy of any return made, or, if no return is made by the operator, to ascertain and determine the amount required to be paid.

D. Confidential Character of Information Obtained, Disclosure Unlawful: It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person. Nothing in this subsection shall be construed to prevent:



1. The disclosure to or the examination of records and equipment by another city official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter or collecting taxes imposed hereunder;

2. The disclosure, after the filing of a written request to that effect to the taxpayer himself, receivers, trustees, executors, administrators, assignees, and guarantors if directly interested of information as to any paid tax, unpaid tax or amount of tax required to be collected, or interest and penalties; further provided, however, that the Canby City Attorney approves each such disclosure, and that the Tax Administrator may refuse to make any disclosure referred to in this paragraph when in his/her opinion the public interest would suffer thereby;

3. The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued; or

4. The disclosure of general statistics regarding taxes collected or business done in the City.

### **3.50.170 Appeals to the Municipal Court**

Any person aggrieved by any provisions of the Tax Administrator may appeal to the Municipal Court by filing a notice of appeal with the Tax Administrator within ten (10) days of the Tax Administrator's decision. The Tax Administrator shall transmit said notice of appeal, together with the file of said appealed matter to the Municipal Court who shall fix a time and place for hearing such appeal. The Municipal Court shall give the appellant not less than ten (10) days written notice of the time and place of hearing of said appealed matter. The Municipal Court with have the final say in the determination.

### **3.50.180 Violations**

It is unlawful for any operator or other person so required to fail or refuse to register as required herein, or to furnish any return required to be made, or fail or refuse to furnish a supplemental return or other data required by the Tax Administrator, or to render a false or fraudulent return. No person required to make, render, sign, or verify any report shall make any false or fraudulent report with intent to defeat or evade the determination of any amount due, required by this chapter. Any person willfully violating any of the provisions of this chapter shall be subject to a fine not to exceed \$2,000 per violation.

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

April 20, 2018

City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013  
Attn: Ms. Jennifer Cline, PE, Public Works director

RE: CITY OF CANBY  
2018 STREET RESURFACING & SLURRY SEAL  
BID TABULATION & RECOMMENDATION OF AWARD

Mr. Mayor and City Council Members:

On April 18, 2018, the City of Canby solicited and received three (3) bids for Schedule "A" of the 2018 Street Resurfacing and Slurry Seal project. The summary of the pricing is shown on the attached tabulation, with the low bid received from **Eagle-Elsner, Inc.**

The summary of cost from each of the three (3) bidders is shown on the attached tabulation and listed below:

**Schedule "A"-2018 Street Resurfacing:**

1.	Eagle-Elsner, Inc.	\$758,447.00
2.	S-2 Contractors, Inc.	\$848,786.00
3.	Knife River Corporation	\$871,356.50

**BID REVIEW**

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier disclosure information and execution of the bid. Both bidders are deemed responsive and responsible.

The low bidder for Schedule "A"-2018 Street Resurfacing, **Eagle-Elsner, Inc.** has a good record with the Construction Contractors Board and we are not aware of any concerns, is prequalified with the Oregon Department of Transportation and a familiar name. We have worked with **Eagle-Elsner, Inc.** on many successful projects of similar scope over the years in the City of Canby and communities throughout the metropolitan area.

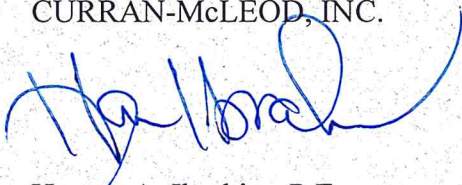
## SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2018 Street Resurfacing and Slurry Seal project to the low responsive bidder, **Eagle-Elsner, Inc.**, in the amount of Seven Hundred Fifty-Eight Thousand Four Hundred Forty-Seven and 00/100 Dollars (\$758,447.00).

We have enclosed a staff report, an ordinance 1478, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we have issued the Notice of Intent to Award on April 19, 2018 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.



Hassan A. Ibrahim, P.E.

Enclosures: 1478 Staff Report  
1478 Ordinance  
Bid Tabulation  
Contract for Construction

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS  
6655 SW HAMPTON, SUITE 210  
PORTLAND, OR 97223

**To:** Honorable Mayor and City Council  
CITY OF CANBY  
ATTN: Ms. Jennifer Cline, Public Works Director

**FROM:** Hassan Ibrahim, P.E.  
CURRAN-McLEOD, INC.

**DATE:** April 20, 2018

**ISSUE:** 2018 STREET RESURFACING & SLURRY SEAL  
APPROVAL OF SCHEDULE "A" OF CONSTRUCTION CONTRACT  
ORDINANCE 1478

**SYNOPSIS:** On April 18, 2018, the City of Canby solicited and received three (3) bids for schedule "A" of the 2018 Street Resurfacing & Slurry Seal. This staff report is to request Council approval for award of the contract to the low responsive bidder.

**RECOMMENDATION:**

That the Council approve Ordinance 1478 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$758,447.00 for the 2018 Street Resurfacing & Slurry Seal; and declaring an emergency.

**RATIONALE:**

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. All three bidders substantially complied with the bidding requirements and without any deviations and were deemed to be responsible and responsive, with Eagle-Elsner, Inc. submitting the low responsible and responsive bid.

The City has projected an available budget of \$850,000 to complete this work. The low responsive bid is approximately \$92,000 under the amount of available funds budgeted for the 2018-2019 fiscal year, which will allow the City to expand the work scope if necessary to other streets that are in immediate need of maintenance. City staff can provide a list of the additional streets to be included in the scope of work at the next scheduled Council meeting.

**BACKGROUND:**

This project is part of the Street Maintenance Program funded through the street maintenance fee. It is a continuation of the annual street maintenance program based on the Pavement Condition Index survey. The funding source is limited to maintenance of the existing street network.

**FISCAL IMPACT:**

Attached are Ordinance 1478 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the bid amount of \$758,447.00. The low responsive bid of \$758,447.00 is reasonable cost with authorization to expand the work scope to an amount not to exceed \$850,000.00. However, this contract is below the available budget of the 2018- 2019 fiscal-year and should not pose a funding problem as all of the improvements have dedicated funding.

**ENCLOSURES:**

- Ordinance Number 1478
- Construction Contract
- Bid Tabulation
- Recommendation of Award

cc: Ms. Jennifer Cline, Public Works Director  
Ms. Kim Scheafer, City Recorder  
Ms. Julie Blums, Finance Director

## **ORDINANCE NO. 1478**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$758,447.00 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$850,000.00 FOR CONSTRUCTION OF SCHEDULE “A” OF THE 2018 STREET RESURFACING & SLURRY SEAL; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received three (3) bids for the 2018 Street Resurfacing & Slurry Seal; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 28, 2018; and

**WHEREAS**, bids were received and opened on April 18, 2018 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud; and

**WHEREAS**, this ordinance needs to be approved and declared an emergency in order to begin the construction of the ADA concrete ramps on June 4, 2018 ahead of the street overlays and to provide adequate cure time; and

**WHEREAS**, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost for schedule “A” from each of the three (3) bidders is shown on the attached tabulation and listed below:

### **Schedule “A”-2018 Street Resurfacing:**

1.	Eagle-Elsner, Inc.	\$758,447.00
2.	S-2 Contractors, Inc.	\$848,786.00
3.	Knife River Corporation	\$871,356.50

**WHEREAS**, the Canby City Council, acting as the City’s Contract Review Board, met on Wednesday, May 2, 2018, 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 Eagle-Elsner, Inc.; now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Eagle-Elsner, Inc. for Schedule "A" of the 2018 Street Resurfacing and Slurry Seal in the amount of \$758, 447.00 with authorization to expand the work scope to an amount not to exceed \$850,000.00 using the contract unit prices. A copy of the contract with Eagle-Elsner, Inc. is attached hereto and incorporated herein.

Section 2. Inasmuch as it is in the best interest 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.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

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Brian Hodson  
Mayor

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder



## CONTRACT FOR CONSTRUCTION SCHEDULE "A"

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between

\_\_\_\_\_  
City of Canby  
(hereinafter called OWNER) and

\_\_\_\_\_  
Eagle-Elsner, Inc.  
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

#### **City of Canby 2018 Street Resurfacing & Slurry Seal**

The Project will be divided into two schedules according to trade, and each schedule will be awarded based on the low responsive bid of each schedule. Bidders can, but are not required to bid both schedules to be responsive. The City has an estimated available budget not to exceed \$900,000 for this work. The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices. The work is anticipated to begin in June for the ADA ramps and associated components while the paving will not start prior to July 5<sup>th</sup>.

The scope of work generally consists of the following:

- Approximately 6,500 tons of asphaltic concrete pavement at 2" or 3" thickness.
- Approximately 27,000 lineal feet of 6-foot wide panel grinding.
- Approximately 700 lineal feet of concrete curb and 220 square yards of sidewalks and retrofit 15 ADA ramps.
- Restore approximately 1,900 square feet of stop bars and continental crosswalks and 10,000 lineal feet of pavement restriping including legends.
- Approximately 47,000 square yards of type II micro surface slurry sealing

## **ARTICLE 2 - ENGINEER**

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## **ARTICLE 3 - CONTRACT TIME**

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

## **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Seven Hundred Fifty-Eight Thousand Four Hundred Forty-Seven and no/100 ----- Dollars

(\$758,447.00) as shown in the attached Bid Proposal.

## **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.
- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:
- (a) 95 % of the Work completed; and
  - (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.
- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

## **ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents .
- 8.8 Drawings & Specifications bearing the following general title:  
City of Canby  
2018 Street Resurfacing & Slurry Seal
- 8.9 Addenda numbers -0- .
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2018.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**Eagle-Elsner, Inc.  
P.O. Box 23294  
Tigard, OR 97281**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Attest:\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Canby  
2018 Street Resurfacing & Slurry Seal  
Bid Date: 2:00 PM, Wednesday, April 18, 2018

1				2		3	
BID TABULATION				Eagle-Elsner		S-2 Contractors	
Basic Bid Schedule A:				Unit / Total		Unit / Total	
Units				Unit / Total		Unit / Total	
A.1	Mobilization	1	LS	\$ 68,294.00	\$ 71,400.00	\$ 108,295.00	\$ 108,295.00
A.2	1/2" Asphalt Concrete Pavement Prelevel	300	Tons	\$ 90.00	\$ 100.00	\$ 96.15	\$ 96.15
A.3	2" or 3" Lift, 1/2" Asphalt Concrete Pavement Overlay	6500	Tons	\$ 27,000.00	\$ 30,000.00	\$ 28,845.00	\$ 28,845.00
A.4	Grind Existing Pavement (6" Wide Panel, 2" Max Depth)	27000	LF	\$ 68.50	\$ 80.00	\$ 73.55	\$ 73.55
A.5	Grind Existing Pavement, 3" Max Depth	210	SY	\$ 445,250.00	\$ 520,000.00	\$ 478,075.00	\$ 478,075.00
A.6	Pavement Reconstruction	311	SY	\$ 2.80	\$ 3.00	\$ 2.55	\$ 2.55
A.7	Truncated Dome Detectable Warning Cast-In-Place Mat	19	Ea.	\$ 75,600.00	\$ 81,000.00	\$ 68,850.00	\$ 68,850.00
A.8	Concrete Curb Type "C" at front of ADA Ramp	360	LF	\$ 20.00	\$ 10.00	\$ 19.40	\$ 19.40
A.9	Concrete Short Curb Type "C" at back of ADA Ramp	235	LF	\$ 4,200.00	\$ 2,100.00	\$ 4,074.00	\$ 4,074.00
A.10	Concrete Sidewalk	220	SY	\$ 80.00	\$ 100.00	\$ 93.00	\$ 93.00
A.11	4" Wide White or Yellow Thermoplastic Stripe	5730	LF	\$ 24,880.00	\$ 31,100.00	\$ 28,923.00	\$ 28,923.00
A.12	4" Yellow Bi-Directional, Type 1 Reflectors	100	Ea.	\$ 1,050.00	\$ 1,500.00	\$ 330.00	\$ 330.00
A.13	8" Wide White Thermoplastic Stripe	4400	LF	\$ 19,950.00	\$ 28,500.00	\$ 6,270.00	\$ 6,270.00
A.14	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental	950	SF	\$ 58.00	\$ 50.00	\$ 65.00	\$ 65.00
A.15	Bike Stencils Legend	8	Ea.	\$ 13,630.00	\$ 11,750.00	\$ 15,275.00	\$ 15,275.00
A.16	Left or Right Turn Arrows	6	Ea.	\$ 125.00	\$ 100.00	\$ 380.00	\$ 380.00
A.17	Signs Post and V-Loc Bases	4	Ea.	\$ 27,500.00	\$ 22,000.00	\$ 83,600.00	\$ 83,600.00
Total Basic Bid Schedule A:				\$ 758,447.00	\$ 848,786.00	\$ 871,356.50	\$ 871,356.50

1				2		3	
BID TABULATION				Intermountain Slurry Seal		VSS International	
Basic Bid Schedule B:				Unit / Total		Unit / Total	
Units				Unit / Total		Unit / Total	
B.1	Mobilization	1	LS	\$ 12,000.00	\$ 8,007.80	\$ 15,000.00	\$ 15,000.00
B.2	Type II Micro-Surface Slurry Seal	47000	SY	\$ 12,000.00	\$ 8,007.80	\$ 15,000.00	\$ 15,000.00
B.3	Existing Asphalt Concrete Pavement Removal and Replacement 4" Deep	155	SY	\$ 2.00	\$ 2.80	\$ 3.00	\$ 3.00
B.4	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental	930	SF	\$ 94,000.00	\$ 131,600.00	\$ 141,000.00	\$ 141,000.00
Total Basic Bid Schedule B:				\$ 141,185.00	\$ 162,120.00	\$ 177,700.00	\$ 177,700.00



# City of Canby

PO Box 930 Phone: 503.266.4021  
222 NE 2nd Ave Fax: 503.266.7961  
Canby, OR 97013 www.canbyoregon.gov

## ***M E M O R A N D U M***

**TO:** *Honorable Mayor Hodson and City Council*  
**FROM:** *Chief Bret Smith*  
**DATE:** *May 2, 2018*  
**THROUGH:** *Rick Robinson, City Administrator*

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Issue: The Canby Police Department operates the City's False Alarm Reduction and Permit program per Ordinance 8.28 Emergency Assistance Alarms. The department was notified by Clackamas County Sheriff's office in February of 2018 that software the county owns and Canby uses for alarm management will be decommissioned effective July 1.

Synopsis: To address the problem, staff researched and interviewed prospective alarm software companies and did a best practices review of the existing ordinance. Revisions to the alarm ordinance and adoption of a companion ordinance contracting with PMAM Corporation to operate the alarm program are proposed.

The reason for the change in operations approach is twofold. Gaining greater compliance of existing alarm systems along with projected Canby population growth will increase the number of permits overall by 20-25%. An increase of the program to that degree then becomes a challenge to records personnel who have increasing police support work demands and responsibilities.

Further detail will be provided in the work session scheduled with the City Council prior to the meeting.

Recommendation: *Staff recommends the Council adopt Ordinance No. 1479 and Ordinance No. 1480.*

Options: 1. Approve the revised alarm ordinance and PMAM Corporation contract ordinance.  
2. Do not approve either ordinance.

Fiscal Impact: Revenue increases are anticipated due to enrollment of non-compliant customers.

Motion #1: ***"I move to approve Ordinance No. 1479, AN ORDINANCE AMENDING CHAPTER 8.20 OF THE CANBY MUNICIPAL CODE PERTAINING TO ALARMS to come up for second reading on May 16, 2018."***

Motion #2: ***"I move to approve Ordinance No. 1480, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH PMAM CORPORATION OF TEXAS TO PROVIDE ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES FOR THE CITY to come up for second reading on May 16, 2018."***

Attachments: PMAM Corporation contract, PMAM alarm company general information.



**ORDINANCE NO. 1479**

**AN ORDINANCE AMENDING CHAPTER 8.20 OF THE CANBY  
MUNICIPAL CODE PERTAINING TO ALARMS**

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

**Section 1:** Chapter 8.20 of the Canby Municipal Code is hereby amended to read as follows:

Chapter 8.20.

ALARM SYSTEMS

Sections:

- 8.20.010 Purpose.
- 8.20.020 Definitions.
- 8.20.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.
- 8.20.040 Alarm Registrations Required; Terms; Fees and Fee Collection.
- 8.20.050 Registration Application; Contents.
- 8.20.060 Transfer of Registration Prohibited.
- 8.20.070 Duties of Alarm Users.
- 8.20.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.
- 8.20.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.
- 8.20.100 Duties and Authority of the Alarm Administrator.
- 8.20.110 False Alarm Fines; Fees; Late Charges.
- 8.20.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.
- 8.20.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.
- 8.20.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.
- 8.20.150 Reinstatement of Suspended Alarm Registrations.
- 8.20.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.
- 8.20.170 Police Department Response.
- 8.20.180 Confidentiality of Alarm Information.
- 8.20.190 Scope of Police Duty; Immunities Preserved.
- 8.20.010 Purpose. The City of Canby Council finds and declares that:

A. The majority of alarms to which the Police Department responds are False Alarms, which are reported to the Police by alarm companies.

B. Most False Alarms are the result of improper maintenance or improper or careless use of an Alarm System.

C. The public and Police Officers can be subjected to needless danger when the Officers are called to respond to False Alarms.

D. Officers responding to False Alarms are not immediately available to carry out other Police duties.

E. In the interest of using limited Police resources most effectively and efficiently, the number of False Alarms can and must be reduced.

F. The purpose of this Chapter is to reduce the potential dangers and inefficiencies associated with False Alarms and to encourage alarm companies and property owners to maintain the operational reliability, properly use Alarm Systems, and to reduce or eliminate False Alarm Dispatch Requests.

G. This Chapter governs systems intended to summon a Police response, establishes fees, fines, establishes a system of administration, sets conditions for the suspension of a Police response and establishes a public education and training program.

8.20.020 Definitions. For purposes of this Chapter, the following terms shall have the following meanings:

A. “Alarm Administrator” means the Person or Persons designated by the Police Department to administer the provisions of this Chapter.

B. “Alarm Agreement” means the legal contract or agreement by and between the Alarm Installation Company and/or Monitoring Company and the Alarm User.

C. “Alarm Agreement Holding Company” means the Alarm Installation Company or Monitoring Company that holds the Alarm Agreement with the Alarm User

D. “Alarm Installation Company” means a Person in the business of selling, providing, maintaining, servicing, repairing, altering, replacing, moving or installing an Alarm System at an Alarm Site for compensation, and includes individuals or firms that install and service Alarm Systems used in a private business or proprietary facility.

E. “Alarm Dispatch Request” means a notification to the Police Department that an alarm, either manual or automatic, has been activated at a particular Alarm Site.

F. “Alarm Registration” means a registration and unique Number issued by the Alarm Administrator to an Alarm User, which authorizes the operation of an Alarm System.

G. “Alarm Response Manager (ARM)” means a Person designated by an Alarm Installation Company and Monitoring Company to handle alarm issues for the company and act as the primary point of contact for the City’s Alarm Administrator.

H. “Alarm Site” means a location served by one or more Alarm Systems. In a multi-unit building or complex, each unit shall be considered a separate Alarm Site if served by a separate Alarm System. In a single unit building that houses two or more separate businesses with separate Alarm Systems, each business will be considered a separate Alarm Site.

I. “Alarm System” means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, which is intended to summon Police response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes Local Alarm Systems, but does not include an alarm installed in a motor vehicle or a system which will not emit a signal either audible or visible from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

J. “Alarm User” means any Person who has contracted for Monitoring, repair, installation or maintenance service for an Alarm System from an Alarm Installation Company or Monitoring Company, or who owns or operates an Alarm System which is not monitored, maintained or repaired under agreement.

K. “Alarm User Awareness Class” means a class conducted for the purpose of educating Alarm Users about the responsible use, operation, and maintenance of Alarm Systems and the problems created by False Alarms.

L. “Alarm User List” means a list provided by the Alarm User’s Alarm Installation Company or if no Alarm Agreement exists between the Alarm User and an Alarm Installation Company, the Alarm User’s Monitoring Company.

M. “Arming Station” means a device that controls an Alarm System.

N. “Automatic Voice Dialer” means any electronic, mechanical, or other device which, when activated, is capable of being programmed to send a prerecorded voice message to the Police Department or City requesting an officer dispatch to an Alarm Site.

O. “Burglar Alarm” means an alarm intended to identify the presence of an intruder in either a business or residence.

P. “Business License” means a Business License issued by the City of Canby Business License division to an Alarm Installation Company or Monitoring Company to conduct business in the City.

Q. “Cancellation” means the termination of a Police response to an Alarm Site after an Alarm Dispatch Request is made but before an officer’s arrival at the Alarm Site.

R. “Conversion of Alarm User” means the transaction or process by which one Alarm Installation Company or Monitoring Company begins the servicing or monitoring of a previously unmonitored Alarm System or an Alarm System that was previously serviced or monitored by another alarm company.

S. “City” means City of Canby.

T. “Duress Alarm” means a silent Alarm System signal generated by the entry of a designated code into an Arming Station in order to signal that the Alarm User is being forced to turn off the system and requires an officer response.

U. “Enhanced Call Confirmation” (ECC) means an attempt by the Monitoring Company, or its representative, to contact the Alarm Site and/or Alarm User and/or the Alarm User’s designated representatives by telephone and/or other electronic means, whether or not actual contact with a Person is made, to determine whether an alarm signal is valid before requesting a Police Burglar Alarm Dispatch, in an attempt to avoid an unnecessary Alarm Dispatch Request. For the purpose of this Chapter, telephone confirmation shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an Alarm User who can properly identify themselves to determine whether an alarm signal is valid before requesting an officer dispatch. Names and numbers of those contacted or attempted to contact, shall be provided when requested.

V. “False Alarm” means an Alarm Dispatch Request to the Police Department, which results in the responding officer finding no evidence of a criminal offense or attempted criminal offense after completing an investigation of the Alarm Site, or, in the alternative, the same officer finding by a preponderance of evidence a blatant misuse or error of the alarm system.

W. “Holdup Alarm” means a silent alarm signal generated by the manual activation of a device intended to signal a robbery in progress.

X. “Local Alarm System” means an unmonitored Alarm System that annunciates an alarm only at the Alarm Site or is a self-monitored Alarm Site.

Y. "Monitoring" means the process by which a Monitoring Company receives signals from an Alarm System and relays an Alarm Dispatch Request to the Police Department.

Z. "Monitoring Company" means a Person in the business of providing Monitoring services.

AA. "One Plus Duress Alarm" means the manual activation of a silent alarm signal by entering a code that adds one number to the last digit of the normal arm/disarm code (e.g., normal code = 1234, one plus duress code = 1235).

BB. "Panic Alarm" means an Alarm System signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring an officer response.

CC. "Person" means an individual, corporation, limited liability company, partnership, association, organization or similar entity as defined by Oregon law.

DD. "Police Department" means the Canby Police Department.

EE. "Protective or Reactive Alarm System" means an Alarm System that produces a temporary disability or sensory deprivation through use of chemical, electrical, sonic or other means, including use of devices that obscure or disable a Person's vision.

FF. "Registration Number" means a unique individual number assigned to an Alarm User as part of Alarm Registration issued by the Police Department.

GG. "Responsible Party" means a Person capable of appearing at the Alarm Site upon request who has access to the Alarm Site, the code to the Alarm System and the authority to approve repairs to the Alarm System.

HH. "Robbery Alarm" means an alarm signal generated by the manual or automatic activation of a device, or any system, device or mechanism on or near the premises intended to signal that a robbery is in progress and that a Person needs immediate Police assistance in order to avoid bodily harm, injury or death. The term has the same general meaning as "Holdup Alarm or Duress Alarm."

II. "SIA Control Panel Standard CP-01" means the ANSI – American National Standard Institute-approved Security Industry Association – SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for security system control panels and their associated arming and disarming devices to reduce the incidence of False Alarms. Control panels built and tested to this standard by Underwriters Laboratory (UL), or other nationally recognized testing

organizations are marked as follows: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction."

JJ. "Takeover" means the transaction or process by which an Alarm User takes over control of an existing Alarm System that was previously controlled by another Alarm User.

KK. "Zones" mean a division of devices into which an Alarm System is divided to indicate the general location from which an Alarm System signal is transmitted.

8.20.030 Administration; Funding; Increases in Fees and Fines; Annual Evaluation.

A. Responsibility for administration of this Chapter is vested with the Police Department.

B. The Police Department may designate an Alarm Administrator to carry out the duties and functions described in this section.

C. Monies generated by fees and fines assessed pursuant to this section shall be deposited into the City's General Fund.

D. The amount of the fees and fines set forth in this section shall be specified in the City Fee Schedule, which may only be revised by a duly-adopted resolution of the City Council. For purposes of this subsection, "fees" include any type or class of fee and includes late charges.

E. The Alarm Administrator shall conduct an annual evaluation and analysis of the effectiveness of this Chapter and identify and implement system improvements as warranted.

8.20.040 Alarm Registrations Required; Terms; Fees and Fee Collection

A. An Alarm User shall not operate, or cause to be operated, any Alarm System without a valid Alarm Registration. A separate Alarm Registration is required for each Alarm Site having a distinct address or business name. A registration fee including a completed Alarm Registration application shall be received and approved by the Alarm Administrator prior to any Alarm System activation. A thirty (30) day grace period shall be granted from the date of all new alarm installations or takeovers between two alarm users, to accommodate the registration application process. There may be reduced residential registration fees for senior citizens, low-income and disabled persons, or governmental entities. The city council shall establish such classes of persons by resolution.

B. Owners of Local Alarm Systems are required to adhere to all sections of this Chapter and are subject to all fees, fines, suspensions, penalties or other requirements that are applicable.

C. The fee for a new initial Alarm Registration and the Alarm Registration renewal fee shall be collected by the Alarm Administrator.

D. Existing Alarm Systems:

1. Any Alarm System that has been installed before the effective date of this Ordinance shall be registered and a registration fee collected by the Alarm Administrator.

a. The Alarm Agreement Holding Company shall provide within forty (40) days of the effective date of this Ordinance, an Alarm User List of existing Alarm Users in the City, in a format approved by the Alarm Administrator, including name, address, billing address and telephone number to the Alarm Administrator.

b. The Alarm Agreement Holding Company may apply to the Alarm Administrator for an extension of the time limit in subsection (a) based on extenuating circumstances.

2. The Alarm Agreement Holding Company may, through a mutual written agreement, have another Alarm Company provide the Alarm User's list.

E. New Alarm Systems:

1. Any Alarm Installation Company that installs an Alarm System on premises located within the City of Canby shall notify the Alarm Administrator within twenty (20) days that an Alarm System has been installed and send the Alarm Administrator the required information.

2. In the case of self-installed alarm systems that are to be monitored by a Monitoring Company, the Monitoring Company shall act as the Alarm Installation Company regarding the duties to notify the Alarm Administrator.

3. Failure of an Alarm Installation Company to notify the Alarm Administrator of a new Alarm System installation within twenty (20) days of installation shall result in a fine as established by resolution of the city council to be imposed on the Alarm Installation Company.

4. The initial Alarm Registration fee shall be collected by the Alarm Administrator. Failure of the Alarm User to submit an application and registration fee

within the thirty (30) days after notice shall result in the Alarm System being classified as non-registered and late charges being assessed.

F. Alarm Registration and Renewal Fees

1. An Alarm Registration shall expire one year from the date of issuance, and must be renewed annually by the Alarm User. The Alarm Administrator shall notify the Alarm User of the need to renew their registration thirty (30) days prior to the expiration of the registration. It is the responsibility of the Alarm User to submit the updated information and renewal fees prior to the registration expiration date. Failure to renew shall be classified as use of a non-registered Alarm System and subject the Alarm Site to a suspension and late charge.

2. Registration fees shall be collected annually based on a one-year registration period. The amount of the registration and renewal fees required are established by resolution of the city council.

G. Late charge. Alarm Users who fail to make payment for an Alarm Registration prior to the registration's expiration date will be assessed a late charge as established by resolution of the city council.

H. Refunds. No refund of a registration fee or registration renewal fee will be made.

I. Upon receipt of a completed Alarm Registration application form and the Alarm Registration fee, the Alarm Administrator shall issue a Registration Number or Alarm Registration renewal to the applicant unless:

1. The applicant has failed to pay any fee or fine assessed under this chapter; or

2. An Alarm Registration for the Alarm Site has been suspended, and the condition causing the suspension has not been corrected; or

3. The Alarm Installation Company and/or the Monitoring Company listed on the registration application are not in possession of current valid state licensing; or

4. Any false statement of a material fact made by an applicant for the purpose of obtaining an Alarm Registration shall be sufficient cause for refusal to issue an Alarm Registration.

J. Exceptions.



1. Government entities, including but not necessarily limited to the City, County, State, Federal and School Districts, must obtain Alarm Registrations for all Alarm Systems on property under their control within the boundaries of Canby, but may be subject to reduced payment of Alarm Registration and renewal fees.

2. All registration-fee-exempted alarm sites or reduced fee sites are required to obtain and maintain a valid Alarm Registration for a Police response and are subjected to all other fees, fines and suspension enforcements, except when this action is prohibited by statute or through a court ruling.

8.20.050 Registration Application; Contents.

An application for an Alarm Registration must be in a format provided by the Police Department. The information required on such forms shall be determined by the Alarm Administrator. Registration applicants acknowledge that the Police response may be influenced by factors including, but not limited to, the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, prior alarm history, administrative actions and staffing levels.

8.20.060 Transfer of Registration Prohibited.

A. An Alarm Registration cannot be transferred to another Person or Alarm Site. An Alarm User shall inform the Alarm Administrator and their Alarm Company of any change to the information listed on the Alarm Registration application within ten (10) business days after such change.

B. Exceptions may be made in the discretion of the Alarm Administrator when the transfer proposed is among members of the family of the original registration holder or successors in interest to the property for which the Alarm Registration has been issued.

8.20.070 Duties of Alarm Users.

A. An Alarm User shall:

1. Maintain the Alarm Site and the Alarm System in a manner that will minimize or eliminate False Alarms;

2. Make every reasonable effort to arrive at (or cause a designated, responsible person to arrive at) the Alarm System's location within 30 minutes after being requested by the Monitoring Company or Police Department in order to:

a. Deactivate an Alarm System;

- b. Provide access to the Alarm Site; and/or
  - c. Provide alternative security for the Alarm Site.
- 3. Provide his, her, or its Monitoring Company with the updated names and telephone numbers of at least two individuals who are able and have agreed to:
  - a. Receive notification of an Alarm System activation at any time;
  - b. Respond to the Alarm Site at any time; and
  - c. Provide access to the Alarm Site and deactivate the Alarm System, if necessary.
- 4. Not activate an Alarm System for any reason other than an occurrence of an event that the Alarm System was intended to report.
- 5. Notify his, her, or its Monitoring Company of any suspension of police response (as provided for under this Chapter) and request that the Monitoring Company not make a Burglar Alarm Dispatch Request.
- B. No Person shall operate or cause to be operated any Automatic Voice Dialer which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.
- C. An Alarm User shall keep a set of written operating instructions for each Alarm System at each Alarm Site.

8.20.080 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm.

- A. No Alarm System shall emit a sound resembling an emergency vehicle siren or civil defense warning. The chief of police shall make the final determination regarding any question of an audible alarm within this section.
- B. After the effective date of this ordinance no one shall install, modify or repair an Alarm System in the City of Canby that has a siren, bell or other signal that is audible from any property adjacent to the Alarm Site that sounds for longer than fifteen (15) consecutive minutes after the alarm is activated, or that repeats the fifteen (15) minute audible cycle more than two consecutive times during a single armed period.

C. In the event that an audible alarm is activated and fails to reset itself or continues to activate for more than (60) sixty minutes and the responsible person listed on the Alarm Registration or other responsible person cannot or will not respond and silence the alarm, and the continued activation of the alarm is creating a disturbance, the Police Department may cause the alarm to be silenced in a manner determined appropriate for the circumstances. The Alarm User shall be held responsible for the actual costs involved to abate the malfunctioning alarm up to a maximum of three hundred dollars (\$300). The City, its employees or agents shall not be responsible or liable for damage resulting from such disconnection.

8.20.090 Registration and Duties of Alarm Installation Companies and Monitoring Companies.

A. Registration.

1. No alarm company operator or alarm agent, as defined by the Business and Professions Code, shall install, maintain, or repair any Alarm System within the City unless the Alarm Company operator or alarm agent has, prior to performing such work, obtained a City Business License.

2. Each Alarm Installation Company and Alarm Monitoring Company must designate one individual as the Alarm Response Manager (ARM) for the company. The individual designated as the ARM must be knowledgeable of the provisions of this Chapter, as well as have the knowledge and authority to deal with False Alarm issues and respond to requests from the Alarm Administrator. The name, contact number, and email address of the ARM shall be provided to the Alarm Administrator. Failure to comply within thirty (30) days after being notified in writing from the Alarm Administrator may result in the suspension of Police Department response to Alarm Dispatch Requests from the non-complying Alarm Installation Company or Monitoring Company.

3. Each Alarm Installation Company shall provide the name, address and phone number of any Monitoring Company it is using to monitor its Alarm Sites within the City, and Monitoring Companies shall do the same for Alarm Installation Companies that use their monitoring services within the City.

B. Alarm Installation Companies shall:

1. Upon the installation or activation of an Alarm System, the Alarm Installation Company shall distribute to the Alarm User information summarizing:

a. The applicable law relating to False Alarms, including the Registration Fee and the potential for fines and suspension of an Alarm Registration;

- b. How to prevent False Alarms; and
- c. How to operate the Alarm System.

2. After the effective date of this Ordinance, Alarm Installation Companies shall not program Alarm Systems so that they are capable of sending One Plus Duress Alarms. Monitoring Companies may continue to report One Plus Duress Alarms received from Alarm Systems programmed with One Plus Duress Alarms installed prior to the effective date of this Ordinance.

3. After the effective date of this Ordinance, Alarm Installation Companies shall not install, modify or repair “single action” devices for the activation of Hold-up, Robbery or Panic Alarms. New devices shall require two actions or an activation time delay to provide more positive assurance that the user intends to activate the device.

4. Ninety days after the effective date of this Ordinance, an Alarm Installation Company shall, on new installations, use only alarm control panel(s) which as listed as ANSI/SIA CP-01- Control Panel Standard - Features for False Alarm Reduction.

5. An Alarm Installation Company shall not use an Automatic Voice Dialer for any Alarm System which, when activated, uses a telephone device or attachment to automatically dial a telephone line leading into the Police Department or the City and then transmit any pre-recorded message or signal.

6. Ensure that Alarm Users of Alarm Systems equipped with a Duress, Robbery, Holdup or Panic Alarm has been provided adequate training as to the proper use of the Alarm System’s operation and function.

7. All Alarm Systems shall be supplied with an uninterrupted power supply in such a manner that the failure or interruption of the normal electric utility service for a period of up to four (4) hours will not activate the Alarm System.

8. All audible Alarm Systems shall include a device which will limit the duration of the audible alarm to a period of not more than fifteen (15) minutes per activation.

C. A Monitoring Company shall:

1. Report alarm signals by using telephone numbers or procedures designated by the Alarm Administrator or other approved communication processes.

2. Employ Enhanced Call Confirmation procedures on all Burglar Alarm Dispatch Requests. The Canby Police Department may refuse to accept an Alarm

Dispatch Request from a Monitoring Company that has failed to comply with the procedures required by Enhanced Call Confirmation. This subsection becomes effective Ninety (90) days after the effective date of this Ordinance.

3. Communicate Alarm Dispatch Requests to the Police Department in a manner and form determined by the Alarm Administrator.

4. Communicate Cancellations to the Police Department in a manner and form determined by the Alarm Administrator.

5. Communicate all available Zone activations information (north, south, front, back, door, window etc.) about the location of an alarm signal(s) as part of an Alarm Dispatch Request.

6. Communicate the type of alarm activation (silent or audible, interior or perimeter), if available, on any Alarm Dispatch Request.

7. Notify Communications (Dispatch) of any Alarm Site that it knows, or reasonably should know has guard dog(s), pets or is fitted with a Protective-Reactive Alarm System. During any alarm at such a site, a Responsible Party must be contacted and confirm that he or she will respond to the Alarm Site to disarm the device or take control of the guard dog(s).

8. After an Alarm Dispatch Request, promptly advise the Police Department if the Monitoring Company knows that the Alarm User or a Responsible Party is on the way to the Alarm Site;

9. Each Monitoring Company must maintain, for a period of at least one year after the date of an Alarm Dispatch Request, all records relating to the Alarm Dispatch Request. Records must include the name, address and telephone number of the Alarm User, each Alarm System zone activated, the time of Alarm Dispatch Request and evidence of all attempts to verify. The Alarm Administrator may request copies of such records for any individual Alarm User. If the request is made within 60 days after an Alarm Dispatch Request, the Monitoring Company shall furnish requested records within three (3) business days after receiving the request. If the records are requested between sixty (60) days and (one) 1 year after an Alarm Dispatch Request, the Monitoring Company shall furnish the requested records within thirty (30) days after receiving the request.

10. Each Monitoring Company shall, upon request, immediately provide the Police Department with the names and phone numbers of the Alarm User's emergency contacts at the time of each Alarm Dispatch Request.

D. Conversion of Alarm Users. An Alarm Installation Company or Monitoring Company that converts the servicing of any Alarm System account from another company shall notify the Alarm Administrator of such conversion and shall make a reasonable effort to provide to the Alarm Administrator, within 60 days from the date of conversion, an Alarm User List of the converted accounts, in a format acceptable to the Alarm Administrator.

8.20.100 Duties and authority of the Alarm Administrator.

A. The Alarm Administrator shall:

1. Designate the manner and form of Alarm Dispatch Requests and the telephone numbers and/or communication process that are to be used for such requests; and

2. Establish a procedure to accept Cancellation of Alarm Dispatch Requests.

B. The Alarm Administrator shall establish a procedure to acquire and record information on Alarm Dispatch Requests.

C. The Alarm Administrator shall establish and implement a procedure to notify the Alarm User of a False Alarm. The notice shall include the following:

1. The date and time of an officer's response to the False Alarm; and
2. Any False Alarm fine incurred.

D. The Alarm Administrator may require that a conference be held with an Alarm User and the Alarm Installation Company or Monitoring Company responsible for repairing or monitoring of the Alarm System to review the circumstances of each False Alarm. The conference may be held in Person or through a conference telephone call, at the Alarm Administrator's discretion. Failure to participate may result in suspension of the Alarm Registration, as indicated by the facts of the case.

E. The Alarm Administrator may establish an Alarm User Awareness Class. The Alarm Administrator may request the assistance of associations, alarm companies and law enforcement agencies in developing and implementing the class. The class shall inform Alarm Users of the Alarm Ordinance; problems created by False Alarms and teach Alarm Users how to avoid creating False Alarms.

F. If a false Robbery, Holdup or Panic Alarm has occurred and the alarm was triggered using a single action, non-recessed device, the Alarm Administrator may

consider a waiver or partial waiver of the False Alarm fine, if action is taken by the Alarm User to remove or replace the single action, non-recessed device.

G. The Alarm Administrator shall make a copy of this Ordinance and/or an ordinance summary sheet available to each Alarm User.

H. The Alarm Administrator may use electronic means to communicate with Alarm Users, Alarm Installation Companies and Monitoring Companies when applicable or when requested by the recipient and at the Alarm Administrators discretion.

8.20.110 False Alarm Fines; Fees; Late Charges.

A. The Alarm Administrator may assess the Alarm User a fine for a False Alarm occurring at that Alarm User's Alarm Site. The amount of said fines for the listed categories shall be established by city council and may be subsequently amended by resolution of the city council.

B. If a False Alarm fine is not paid within thirty (30) days after the invoice is mailed, a late charge as established by resolution of the city council shall be imposed.

C. Fines for False Alarms from Non-Registered Alarm Systems. For person(s) operating a Non-Registered Alarm System incurring a False Alarm, fines shall be imposed as established by resolution of the city council.

D. Any Monitoring Company after five (5) business days of receiving notice from the Alarm Administrator that an Alarm User's registration status is that of Non-registered shall not make a Burglar Alarm Dispatch Request from that Alarm User

E. If Cancellation of a Police response occurs prior to the officer's arrival at the Alarm Site, the response is not considered a False Alarm and no False Alarm fine will be assessed.

F. The Alarm Installation Company shall be assessed a fine in an amount established by resolution of the city council if the officer responding to a False Alarm determines that an on-site employee of the Alarm Installation Company directly caused the False Alarm. Such False Alarms are not included in the total number of False Alarms for the Alarm User, nor is the Alarm User to be held liable for any False Alarm fine resulting from such alarm activation.

G. A fine in an amount established by resolution of the city council shall be imposed against any Monitoring Company that fails to verify Alarm System signals as required in subsection 8.20.090(C)(2) of this Chapter.

H. Notice of the right of appeal under this ordinance will be included with notice of any fine.

I. All registration fees, renewal registration fees or fines assessed under this section are due within thirty (30) days of written notice unless otherwise noted. A late charge in an amount established by resolution of the city council shall be imposed for each individual fee or fine due that is not paid within thirty (30) days.

J. The Alarm Administrator may waive the False Alarm fine for the first chargeable False Alarm during the Alarm User's one-year registration period, pending the successful completion of the Online Alarm User Awareness Class available through the Alarm Administrator. In order to have the fine waived, the Alarm User shall have successfully completed the class within thirty (30) days of the fine notice. Alarm Users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the Alarm User Awareness Class shall be allowed for mail delivery.

8.20.120 Notice to Alarm Users of False Alarms and Suspension of a Police Response.

A. The Alarm Administrator shall notify the Alarm User in writing or by other electronic means after each False Alarm. The notice shall include the amount of the fine for the False Alarm, the fact that Police response to further alarms may be suspended after the fourth False Alarm during the Alarm User's one-year Alarm Registration period, (excluding Duress, Robbery, Holdup and Panic Alarms), and that the Alarm User has the right to appeal.

B. The Alarm Administrator shall notify the Alarm User in writing thirty (30) days beforehand that a Police Department response to further alarms is to be suspended. The right of appeal under this Ordinance shall be included with the notice. The notice of suspension shall also include the amount of any fees and/or fines due and a description of the reinstatement process.

8.20.130 Alarm Registration Suspension, Fees, Fines, Violation to Make Alarm Dispatch Request for Suspended Alarm Site.

A. The Alarm Administrator shall notify the Police Department of each Alarm User whose Alarm Registration qualifies for suspension under this section. The Alarm Administrator may suspend an Alarm Registration if it is determined that:

1. There is a false statement of a material fact in the registration application; or

2. The Alarm User has had four or more false Burglar Alarms within the one-year registration period, except that the Alarm Administrator may waive a



suspension of a registration upon receipt of documented work orders showing reasonable attempts to repair the Alarm System prior to the notice of suspension.

3. The Alarm User fails or refuses to pay an Alarm Registration or Alarm Registration Renewal fee, False Alarm fine, late charge, or any other fee, fine, or charge assessed under this section.

B. It is a violation of this section for a Person to operate a Burglar Alarm System during the period in which the Alarm Registration is suspended. It is a violation of this Chapter for a Monitoring Company to make an Alarm Dispatch Request to a Burglar Alarm Site after the Monitoring Company's Alarm Response Manager (ARM) has been notified by electronic mail by the Alarm Administrator that the registration for that Alarm Site has been suspended. A grace period of five (5) business days after the ARM's notification shall be granted the Monitoring Company to comply. The Alarm Monitoring Company shall be assessed a fine in an amount established by resolution of the city council for requesting a Burglar Alarm Dispatch Request on a suspended Alarm Site.

C. False Alarm Fines under Suspension status. In addition to the fines set forth in subsection 8.20.110(A), a supplemental fine is hereby imposed upon any Person operating a suspended Burglar Alarm System. The amount of said fines shall be established by resolution of the city council.

D. It shall be the responsibility of the Alarm User to notify their respective Alarm Monitoring Company of their suspension status. An Alarm User shall be held financially accountable for all false alarm fines incurred.

E. Unless there is a separate indication that there is a crime in progress, the Police Department may or may not dispatch an officer to an Alarm Site for which an Alarm Registration is suspended.

8.20.140 Appeals of Determinations Regarding Alarm Registrations, Fees and Fines.

A. If the Alarm Administrator assesses a fee or fine, suspends an Alarm Registration or denies the issuance, renewal or reinstatement of an Alarm Registration, the Alarm Administrator shall send notice of the action and a statement of the right to appeal to the affected applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company.

B. The applicant, Alarm User, Alarm Installation Company or Alarm Monitoring Company may appeal any action described in subsection (A) above to the Police Chief (or his or her designee) by setting forth in writing the reasons for the appeal

and delivering the appeal to the Police Chief (or designee) within twenty (20) days after receipt of notice of the action. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Police Chief (or designee) is as follows:

1. The applicant, Alarm User, Alarm Installation Company or Monitoring Company may file a written request for appeal by paying an appeal fee and setting forth the reasons for the appeal. The appeal must be entitled "Appeal from Alarm Administrator's Action." The appeal fee shall be in an amount established by resolution of the city council and will be returned to the appealing party if the appeal is successful.

2. The Police Chief (or designee) shall conduct a hearing on the appeal within thirty (30) days after the Police Department's receipt of the request for appeal and appeal fee and shall consider the evidence submitted by the appealing party and the Alarm Administrator. The Police Chief (or designee) must base the decision on the preponderance of evidence presented at the hearing and must render a decision within fifteen (15) days after the date of the hearing. The decision shall affirm or reverse the decision or action taken by the Alarm Administrator. The decision of the Police Chief or designee shall be the final decision in the matter.

3. Filing of an appeal stays any action by the Alarm Administrator to suspend an Alarm Registration or require the payment of a fee or fine until the appeal process has been exhausted. This provision applies only to the action of the Alarm Administrator that is the subject of the appeal. This provision does not operate as a bar to enforcement action on violations of this section that occur thereafter.

D. The Alarm Administrator or the Police Chief, or their respective designees, may adjust the count of False Alarms or assessed fees based on:

1. Evidence that a False Alarm was caused by action of a communications services provider (i.e. telephone, cellular, cable company);

2. Evidence that a False Alarm was caused by a power outage of more than four (4) hours or severe weather such as a tornado, earthquake, or excessive winds (35 m.p.h. or above as measured by a local, recognized weather monitoring station);

3. Evidence that an Alarm Dispatch Request was not a False Alarm;

or

4. The occurrence of multiple alarms within a 24-hour period, which may be considered as one False Alarm if the Alarm User has taken corrective action, unless the False Alarms are directly caused by the Alarm User.

E. The Alarm Administrator may waive all or part of a False Alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

8.20.150 Reinstatement of Suspended Alarm Registrations.

A. On the suspension of an Alarm Registration, a Person whose Alarm Registration has been suspended may obtain reinstatement of the registration by the Alarm Administrator if the Person:

1. Pays a reinstatement fee as established by resolution of the city council;
2. Pays, or otherwise resolves, all outstanding fees, fines, and other charges;
3. Submits a written notice from an Alarm Installation Company stating that the Alarm System has been inspected and repaired (if necessary) by the Alarm Installation Company;
4. The Alarm User successfully completes an Alarm User Awareness Class and test.

B. The Police Department shall reinstate its response to an Alarm Site as soon as is practicable after receiving notice of reinstatement from the Alarm Administrator. The Alarm User and Monitoring Company shall take notice that the Alarm Site has been officially reinstated only after receiving notice from the Alarm Administrator of that fact. It shall be the responsibility of the Alarm User to verify that his, her, or its registration status and future police response has been properly restored.

8.20.160 Suspension of Police Response to Dispatch Requests from Certain Alarm Installation Companies and Monitoring Companies.

A. The Police Chief or designee may suspend Police response to an Alarm Dispatch Request from an Alarm Installation Company or Monitoring Company if it is determined that:

1. There is a violation of this chapter by the Alarm Installation Company or Monitoring Company and the condition causing the violation has not been corrected and/or;

2. The Alarm Installation Company or Monitoring Company has failed to pay any fee, fine, or other charge assessed under this section, more than sixty (60) days after the fee, fine, or other charge is due.

B. The Police Department may not respond to any Alarm Dispatch Request where the Alarm Installation Company or Monitoring Company who installed or monitors that alarm has failed to comply with any licensing requirements or failed to maintain a valid copy of any required Alarm Company Operators License.

C. A suspension of Police response made pursuant to this subsection is subject to the appeal process provided for within this Chapter. In addition, the Alarm Administrator has the ability to accept a workable solution from the affected party prior to an appeal. The affected party has sixty (60) days after the written notice of suspension before Police response is suspended to its alarm customers.

D. The Alarm Administrator shall notify all known Alarm Users subscribing to an Alarm Installation Company or an Alarm Monitoring Company that the Police Department has suspended response to the company's Alarm Dispatch Requests.

E. The City shall assess the Alarm Installation Company or Monitoring Company a reinstatement fee in an amount established by resolution of the city council. In addition, if the Alarm Administrator has incurred costs in notifying Alarm Users by mail of the suspension of their Alarm Installation Company or Monitoring Company, reimbursement to the City of those costs shall be a condition of reinstatement.

#### 8.20.170 Police Department Response

A. Subject to the suspension provisions in section 8.20.130 above and the discretion discussed in section 8.20.190 below, the Police Department at its discretion will respond to all "in progress" Robbery, Panic or Burglar Alarms as promptly as possible, taking into account pending calls for service and any policy establishing priority of dispatched calls following notification of the receipt of the alarm from the Monitoring Company. Police supervisors may, in their discretion, cancel a Police response to any or all alarms based on weather or other factors affecting Police service needs.

B. The Police Chief or his or her designee may re-prioritize assignment of Burglar Alarms and response time at any time during a 24-hour period as may be necessary due to the service needs of the community.

#### 8.20.180 Confidentiality of Alarm Information.

All information contained in documents gathered through Alarm Registrations, the submission of customer lists, the alarm appeal process and records relating to Alarm Dispatch Requests must be held in confidence by all employees of the Alarm

Administrator, City of Canby and any third-party alarm administrator. Such information is proprietary and is hereby declared confidential and not a public record. Absent special circumstances, such information must not be released to the public or any Person other than a law enforcement agency, third party administrator or the applicable Alarm User, Alarm Installation Company or Alarm Monitoring Company except pursuant to court order or applicable public records law.

8.20.190 Scope of Police duty; Immunities Preserved.

The issuance of Alarm Registrations does not create a contract between the Police Department and/or the City of Canby and any Alarm User, Alarm Installation Company or Monitoring Company, nor does it create a duty or obligation, either expressed or implied, on the Police Department to respond to any alarm. Any and all liability and consequential damage resulting from the failure of the Police Department to respond to an Alarm Dispatch Request is hereby disclaimed and full governmental immunity as provided by law is retained. By applying for an Alarm Registration, the Alarm User acknowledges that the Police Department response is influenced by the availability of officers, priority of calls, traffic conditions, weather conditions, emergency conditions, staffing levels, prior response history and administrative actions.

**Section 2:** This ordinance shall take effect thirty (30) days after its adoption.

**Section 3:** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion or the ordinance would be subsequently declared invalid or unconstitutional.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder

## **ORDINANCE NO. 1480**

### **AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH PMAM CORPORATION OF TEXAS TO PROVIDE ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES FOR THE CITY.**

**WHEREAS**, the City of Canby desires to better the administration and collection of fees and fines for alarm users and alarm companies operating in the City; and

**WHEREAS**, the current administration and collection of such fees and fines is being discontinued at the Clackamas County level as of July 1, 2018; and

**WHEREAS**, the City of Canby desires to better the compliance of both alarm users and alarm companies as it pertains to registration and the reduction of false alarms; and

**WHEREAS**, the PMAM Corporation offers a user-friendly and up-to-date product that offers helpful and timely information, leading to enhanced compliance in registration and the reduction of false alarms;

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

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a contract Agreement with PMAM Corporation, a Texas corporation, to provide alarm program administration and collection services for the City. A copy of the Contract for Alarm Program Administration and Collection Services is attached hereto as Exhibit "A."

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Brian Hodson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, MMC  
City Recorder



## Exhibit "A"

### CONTRACT FOR ALARM PROGRAM ADMINISTRATION AND COLLECTION SERVICES

This Contract for Alarm Program Administration and Collection Services (the "**Agreement**") is made and entered into between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**Contractor**") and the City of Canby, Clackamas County, State of Oregon (the "**City**") to be effective upon the date of execution of this Agreement by the City Administrator as set forth on the Signature Page hereto (the "**Effective Date**").

#### Recitals

WHEREAS, the City desires to engage the services of Contractor to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

#### Article 1 Scope of Services

- 1.1 The parties agree that Contractor shall perform the Services in accordance with the terms and conditions of the City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits, which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A  
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties. This contract is governed by Oregon law.

#### Article 2 Terms of Agreement

- 2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the "**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day

of the calendar month for which Contractor commences billing for its Services to the City hereunder following the installation of the False Alarm Management Program.

- 2.2** Contractor shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by Contractor to the City to permit Contractor to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model as set forth in Exhibit "B" hereto. All collected revenues will be held in an approved banking depository to hold funds for government entities in Oregon and paid to City on a monthly basis.
- 2.3** At any time during the term of this Agreement, the City may request that Contractor perform Special Services for additional compensation to be agreed upon in writing by the City and Contractor prior to the performance of any Special Services by Contractor. As used herein, Special Services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which Contractor agrees to perform. If the City and Contractor reach an agreement on the performance of Special Services, Contractor shall undertake such Special Services after receiving the prior written authorization from the City.
- 2.4** The City acknowledges and agrees that Contractor reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to Contractor and the other government agency may be negotiated between Contractor and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by Contractor, and other agency requirements. Contractor acknowledges and agrees that the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between Contractor and such other government agency.

### **Article 3**

#### **Contractor Responsibilities**

- 3.1** Subject to the limitations hereinafter set forth, Contractor agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of Contractor, or any subcontractor of Contractor. Lack of insurance coverage does not negate Contractor's obligation under this paragraph of this Agreement.
- 3.2** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
- 3.3** Contractor is required to indemnify the City hereunder, so if necessary, Contractor may assume the defense of the City with counsel reasonably acceptable to the City at the expense of Contractor. In addition, the City may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

## **Article 4**

### **The City's Responsibility**

- 4.1** The City shall cooperate with and reasonably assist Contractor by, among other things, making available, as reasonably requested by Contractor, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by the Contractor to carry out its obligation under this agreement.

## **Article 5**

### **Insurance Requirements**

- 5.1** At the current time, Contractor does not maintain any offices in the State in which the City is located, nor does Contractor maintain any employees in such State. All Services required to be performed by Contractor hereunder shall be performed by Contractor at its offices in the State of Texas or elsewhere outside the State in which the City is located. Contractor shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. Contractor, at Contractor's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:
- 5.1.1** Comprehensive or Commercial General Liability: Meet the Oregon Tort Claim limits per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.
  - 5.1.2** Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
  - 5.1.3** Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits that meet the minimum set by the State of Oregon. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses or damages arising from the activities under this Agreement.
- 5.2** All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.
- 5.3** The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If Contractor, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.
- 5.4** Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the

City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation.

- 5.5** Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.
- 5.6** Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Purchasing Department.

## **Article 6**

### **Termination of Agreement**

#### **6.1** Grounds for Termination

- 6.1.1** The City shall inform in writing to Contractor, if Contractor fails to perform its duties under this Agreement with a sixty (60) days window to correct the problem. Contractor shall remedy the problem within sixty (60) days from the receipt of such notice. Should Contractor fail to remedy the problem within sixty (60) days, the City may terminate this Agreement.
- 6.1.2** Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines and charges, then the Contractor reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.
- 6.1.3** Contractor may terminate this Agreement upon written notice to the City if the City misuses or attempts to appropriate the proprietary software of Contractor.

#### **6.2** Effect of Termination

- 6.2.1** If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, in the event the City shall terminate this Agreement:
  - 6.2.1a** All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, Contractor shall promptly deliver to the City all data in MS-SQL format.
  - 6.2.1b.** Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all

reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.

- 6.2.1c.** The proprietary software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to PMAM's proprietary software after the conclusion of the Agreement.
- 6.2.1d.** The City shall pay Contractor all fees and costs due and owing Contractor as of the date of said termination.
- 6.2.1e.** The provisions of this Section shall survive the termination of this Agreement.

## **Article 7**

### **Confidentiality of Information**

- 7.1** At all times, the Contractor shall recognize the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the proprietary software described in Section 6.2.1c. above is owned by Contractor and the City has no rights or claim thereto.
- 7.2** Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law.
- 7.3** Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner's rights and the confidentiality of the information.
- 7.4** The Contractor agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City or its authorized designee.

## **Article 8**

### **General Provisions**

- 8.1** This Agreement and its attachments constitute the sole and only agreement between the parties and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.
- 8.2** Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations

hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that Contractor may assign this Agreement to its successor without consent by the City by giving written notice to the City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**8.3** This Agreement shall be governed by the laws of the State of Oregon; and venue for any action concerning this Agreement shall be in Clackamas County, Oregon.

**8.4** This Agreement may be amended by the mutual written agreement of the parties.

**8.5** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**8.6** Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of Canby: Richard Robinson  
PO Box 930  
Canby, OR 97013

Contractor: PMAM Corporation  
Attn: Mr. Pankaj Kumar, President  
5430 LBJ Freeway, Suite 370  
Dallas, TX 75240

**8.7** This Agreement may be signed in counterparts, each of which shall constitute an original.

**(Signature Page Follows on Next Page)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
\_\_\_\_\_ day of \_\_\_\_\_ 2018.

City of Canby

PMAM Corporation

By: \_\_\_\_\_  
Name: RICHARD ROBINSON  
Title: City Administrator

By: \_\_\_\_\_  
PANKAJ KUMAR,  
Chief Executive Officer

Attest:

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work and Requirements**

#### **Scope of Work:**

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. The Contractor shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
  - a. Alarm permits
  - b. Permit Holders
  - c. Permit Holders with outstanding charges
  - d. Non-permitted locations with outstanding charges
  - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City
5. Generation of the following reports including but not limited to:
  - a. New alarm permits issued and fees collected
  - b. Annual permit renewals billed and fees collected
  - c. Permits inactivated or revoked and reason for inactivation or revocation
  - d. Permits reinstated and reason for reinstatement
  - e. Number of false burglar alarms
  - f. Number of false burglar alarms billed and fees collected
  - g. Number of false robbery alarms
  - h. Number of false robbery alarms billed and fees collected
  - i. Number of reinstatement fees billed and fees collected
  - j. False burglary and/or robbery alarms for permit owners
  - k. False burglary and/or robbery alarms for non-permitted owners
  - l. Suspension or revocation Report for permit holders as per ordinance, if applicable



6. System functionality to capture the following information:
  - a. Permit number
  - b. Permit issue date
  - c. Permit expiration date
  - d. Permit type (residential / commercial)
  - e. Name of business or residential permit holder
  - f. Site
    - 1) Street address and zip code of property
    - 2) Type of property (residential / commercial)
    - 3) Telephone numbers
    - 4) Contact persons (minimum of 2) and phone number(s)
    - 5) Type of alarm system installed (burglary, panic, robbery)
  - g. Billing
    - 1) Name
    - 2) Full mailing address (includes zip code)
    - 3) Contact person and phone number(s)
  - h. Permit Holder Responsible for Alarm
    - 1) Name
    - 2) Complete mailing address
    - 3) Phone numbers
  - i. Name and telephone number of alarm monitoring company
  - j. Name and telephone number of company that installed the alarm system
  - k. Special Medical Concerns
  - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
  - 1) Permit number (or non-permitted identifier)
  - 2) Name of permit holder
  - 3) Location of permit holder
  - 4) Permit status
  - 5) Expiration date
  - 6) Last false alarm incident date and time
  - 7) Alarm type (i.e., burglar, panic, etc.)
  - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
  - 1) Incident number
  - 2) Priority
  - 3) Call code
  - 4) Disposition

- 5) Date
- 6) Time:
  - (a) Received
  - (b) Dispatched
  - (c) Arrived
  - (d) Cleared
- 7) Remarks
- 8) Site name and address
- 9) Reportee name, address, phone number
- 10) Dispatcher- employee number and terminal
- 11) Phone clerk - employee number and terminal
- 12) Cleared code and disposition (true/false)
- 13) Officer number
- 14) Unit(s) assigned

**Collection requirements and provisions:**

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the City.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor.
6. Contractor will develop an A/R file, which the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the City and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file.
8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor, unless and until the City directs that such payments be directed to a lock box address established by the City.
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by Contractor. Any such debt collection activities shall be performed by an independent contractor selected either by (i) the Contractor with the prior written consent of the City or its designee, or (ii) the City or its designee or agent upon written notice to the Contractor.

**Processing:**

The Contractor shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

**Contractor's Obligation:**

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the city regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters..

**Training**

1. The Contractor shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

**System Coordination**

1. The Contractor shall coordinate with the City's Finance Department, Information Services and the City Police Department to develop a system that will allow walk-in payments under the Agreement.
2. The Contractor shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours
3. The Contractor under this Agreement shall establish and provide public education, awareness and information regarding the City's Alarm Management Program.

**City Licensing Fees**

1. The City acknowledges and agrees that Contractor shall be exempt from any applicable City license fees in performing its services hereunder.

## Exhibit “B”

### Pricing and Receipt of Collections

This is a revenue sharing contract. The Contractor shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by the City in relation to the City’s
- f. Alarm Program Management and Collection Services  
(except for criminal penalties if applicable).

City of Canby	PMAM Corporation
% 63	% 37

The City and Contractor shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges incurred in connection with the Services rendered under this Agreement by Contractor shall be paid by the program before the foregoing split of fees.

In addition, the City shall reimburse Contractor for its out-of-pocket postage expenses incurred by Contractor in performing its city-authorized services to the City hereunder promptly upon receipt of an invoice from Contractor for such city-authorized postage expense. At the election of Contractor, Contractor may submit an invoice to the City for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the City hereunder.

Contractor reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

The City acknowledges that Contractor is installing the Program at no cost to the City. Consequently, in the event the City terminates this Agreement within 12 months from the Effective Date for any reason other than the failure of Contractor to perform its Services hereunder that has not been cured by Contractor within 30 days of receipt of written notice of the problem, Contractor shall be entitled to receive, and the City shall pay to Contractor, the fees that Contractor reasonably and foreseeably would have received hereunder for the remainder of the first 12 months less the number of months, if any, that Contractor was paid its fees hereunder prior to the termination of this Agreement (the “**Guaranteed Period**”). If this Agreement is terminated after the Contract Implementation Date and during the guaranteed period, the amount of the fees to be paid to Contractor shall be the average of the monthly fees retained by Contractor prior to termination of this Agreement multiplied by the number of months remaining in the Guaranteed Period. If this Agreement is terminated prior to the Contract Implementation Date, the amount of fees to be paid to Contractor shall be the amount of the fees (historically calculated)

at the agreed upon percentage to be retained by Contractor during the Guaranteed Period at the time this Agreement was executed. The amount of any fees payable to Contractor pursuant to the provisions of this paragraph shall be paid by the City upon termination this Agreement unless the parties agree to have such amount paid in equal monthly installments over an agreed period of time. The provisions of this paragraph shall survive the termination of this Agreement.

The share of the revenues payable to Contractor and the City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to Contractor in accordance with the terms of this Agreement.

April 20, 2018

City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013  
Attn: Ms. Jennifer Cline, PE, Public Works director

RE: CITY OF CANBY  
2018 STREET RESURFACING & SLURRY SEAL  
BID TABULATION & RECOMMENDATION OF AWARD

Mr. Mayor and City Council Members:

On April 18, 2018, the City of Canby solicited and received three (3) bids for Schedule "B"-2018 Slurry Seal of the 2018 Street Resurfacing and Slurry Seal project. The summary of the pricing is shown on the attached tabulation, with the low bid received from **Intermountain Slurry Seal, Inc.**

The summary of cost from each of the three (3) bidders is shown on the attached tabulation and listed below:

**Schedule "B"-2018 Slurry Seal:**

1.	Intermountain Slurry Seal, Inc.	\$141,185.00
2.	VSS International, Inc.	\$162,120.00
3.	S-2 Contractors, Inc.	\$177,700.00

**BID REVIEW**

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier disclosure information and execution of the bid. Both bidders are deemed responsive and responsible.

The low bidder for Schedule "B"-2018 Slurry Seal, **Intermountain Slurry Seal, Inc.** has a good record with the Construction Contractors Board and we are not aware of any concerns, is prequalified with the Oregon Department of Transportation and a familiar name. We have worked with **Intermountain Slurry Seal, Inc.** before on another successful project of similar scope in the City of Sandy and performed the work in a professional manner.

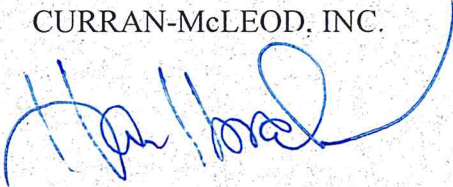
## SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2018 Street Resurfacing Program project to the low responsive bidder, **Intermountain Slurry Seal, Inc.** in the amount of One Hundred Forty-One Thousand One Hundred Eighty-Five and 00/100 Dollars (\$141,185.00).

We have enclosed a staff report, an ordinance 1481, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we have issued the Notice of Intent to Award on April 19, 2018 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

A handwritten signature in blue ink, appearing to read 'Hassan A. Ibrahim', with a large, sweeping flourish extending to the right.

Hassan A. Ibrahim, P.E.

Enclosures: 1481 Staff Report  
1481 Ordinance  
Bid Tabulation  
Contract for Construction

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 SW HAMPTON, SUITE 210  
PORTLAND, OR 97223

**TO:** Honorable Mayor and City Council  
CITY OF CANBY  
ATTN: Ms. Jennifer Cline, Public Works Director

**FROM:** Hassan Ibrahim, P.E.  
CURRAN-McLEOD, INC.

**DATE:** April 20, 2018

**ISSUE:** 2018 STREET RESURFACING & SLURRY SEAL  
APPROVAL OF SCHEDULE "B" OF CONSTRUCTION CONTRACT  
ORDINANCE 1481

**SYNOPSIS:** On April 18, 2018, the City of Canby solicited and received three (3) bids for schedule "B" of the 2018 Street Resurfacing & Slurry Seal. This staff report is to request Council approval for award of the contract to the low responsive bidder.

**RECOMMENDATION:**

That the Council approve Ordinance 1481 authorizing the Mayor and City Administrator to execute a contract with Intermountain Slurry Seal, Inc. in the amount of \$141,185.00 for the 2018 Street Resurfacing & Slurry Seal; and declaring an emergency.

**RATIONALE:**

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. All three bidders substantially complied with the bidding requirements and without any deviations and were deemed to be responsible and responsive, with, Intermountain Slurry Seal, Inc. submitting the low responsible and responsive bid.

The City has projected an available budget of \$235,000 to complete this work. The low responsive bid is approximately \$93,000 under the amount of available funds budgeted for the 2018-2019 fiscal year, which will allow the City to materialize for any unforeseen circumstances during construction.



Honorable Mayor & City Council  
April 20, 2018  
Page 2

**BACKGROUND:**

This project is part of the Street Maintenance Program funded through the street maintenance fee. It is a continuation of the annual street maintenance program based on the Pavement Condition Index survey. The funding source is limited to maintenance of the existing street network.

**FISCAL IMPACT:**

Attached are Ordinance 1481 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Intermountain Slurry Seal,, Inc. and execute a contract for construction in the bid amount of \$141,185.00. The low responsive bid of \$141,185.00 is reasonable cost with authorization to expand the work scope to an amount not to exceed \$200,000.00. However, this contract is below the available budget of the 2018- 2019 fiscal-year and should not pose a funding problem as all of the improvements have dedicated funding.

**ENCLOSURES:**

- Ordinance Number 1481
- Construction Contract
- Bid Tabulation
- Recommendation of Award

cc: Ms. Jennifer Cline, Public Works Director  
Ms. Kim Scheafer, City Recorder  
Ms. Julie Blums, Finance Director

## **ORDINANCE NO. 1481**

### **AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH INTERMOUNTAIN SLURRY SEAL, INC. IN THE AMOUNT OF \$141,185.00 WITH AUTHORIZATION TO EXPAND THE WORK SCOPE TO AN AMOUNT NOT TO EXCEED \$200,000.00 FOR CONSTRUCTION OF SCHEDULE “B” OF THE 2018 STREET RESURFACING & SLURRY SEAL.**

**WHEREAS**, the City of Canby has heretofore advertised and received three (3) bids for the 2018 Street Resurfacing & Slurry Seal; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 28, 2018; and

**WHEREAS**, bids were received and opened on April 18, 2018 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud:

**WHEREAS**, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost for schedule “B” from each of the three (3) bidders is shown on the attached tabulation and listed below:

#### **Schedule “B”-2018 Slurry Seal:**

1.	Intermountain Slurry Seal, Inc.	\$141,185.00
2.	VSS International, Inc.	\$162,120.00
3.	S-2 Contractors, Inc.	\$177,700.00

**WHEREAS**, the Canby City Council, acting as the City’s Contract Review Board, met on Wednesday, May 2, 2018, 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, Intermountain Slurry Seal, Inc.; now therefore

#### **THE CITY OF CANBY ORDAINS AS FOLLOWS:**

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Intermountain Slurry Seal, Inc. for Schedule “B” of the 2018 Street Resurfacing and Slurry Seal in the amount of \$141,185.00 with authorization to expand the work scope to an

amount not to exceed \$200,000.00 using the contract unit prices. A copy of the contract with, Intermountain Slurry Seal, Inc. is attached hereto and incorporated herein.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

---

Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

## CONTRACT FOR CONSTRUCTION SCHEDULE "B"

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between

\_\_\_\_\_  
City of Canby  
(hereinafter called OWNER) and

\_\_\_\_\_  
Intermountain Slurry Seal, Inc.  
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

#### **City of Canby 2018 Street Resurfacing & Slurry Seal**

The Project will be divided into two schedules according to trade, and each schedule will be awarded based on the low responsive bid of each schedule. Bidders can, but are not required to bid both schedules to be responsive. The City has an estimated available budget not to exceed \$900,000 for this work. The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices. The work is anticipated to begin in June for the ADA ramps and associated components while the paving will not start prior to July 5<sup>th</sup>.

The scope of work generally consists of the following:

- Approximately 6,500 tons of asphaltic concrete pavement at 2" or 3" thickness.
- Approximately 27,000 lineal feet of 6-foot wide panel grinding.
- Approximately 700 lineal feet of concrete curb and 220 square yards of sidewalks and retrofit 15 ADA ramps.
- Restore approximately 1,900 square feet of stop bars and continental crosswalks and 10,000 lineal feet of pavement restriping including legends.
- Approximately 47,000 square yards of type II micro surface slurry sealing

## **ARTICLE 2 - ENGINEER**

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## **ARTICLE 3 - CONTRACT TIME**

- 3.1 The Work will be substantially completed within 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

## **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

One Hundred Forty-One Thousand One Hundred Eighty-Five and no/100----- Dollars

(\$141,185.00) as shown in the attached Bid Proposal.

## **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.
- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:
- (a) 95 % of the Work completed; and
  - (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.
- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

## **ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents .
- 8.8 Drawings & Specifications bearing the following general title:  
City of Canby  
2018 Street Resurfacing & Slurry Seal
- 8.9 Addenda numbers -0-.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2018.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

**Intermountain Slurry Seal, Inc.  
P.O. Box 1841  
Sparks, NV 89432-1841**

By:\_\_\_\_\_

By:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Name/Title:\_\_\_\_\_

Attest:\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**City of Canby**  
**2018 Street Resurfacing & Slurry Seal**  
**Bid Date: 2:00 PM, Wednesday, April 18, 2018**

				1		2		3	
BID TABULATION				Eagle-Elsner		S-2 Contractors		Knife River	
Basic Bid Schedule A:				Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
A.1	Mobilization		1	LS	\$ 68,294.00	\$ 71,400.00	\$ 108,295.00	\$ 108,295.00	
A.2	1/2" Asphalt Concrete Pavement Prelevel		300	Tons	\$ 68,294.00	\$ 71,400.00	\$ 108,295.00	\$ 108,295.00	
A.3	2" or 3" Lift, 1/2" Asphalt Concrete Pavement Overlay		6500	Tons	\$ 27,000.00	\$ 30,000.00	\$ 28,845.00	\$ 28,845.00	
A.4	Grind Existing Pavement (6" Wide Panel, 2" Max Depth)		27000	LF	\$ 445,250.00	\$ 520,000.00	\$ 478,075.00	\$ 478,075.00	
A.5	Grind Existing Pavement, 3" Max Depth		210	SY	\$ 75,600.00	\$ 81,000.00	\$ 68,850.00	\$ 68,850.00	
A.6	Pavement Reconstruction		311	SY	\$ 4,200.00	\$ 2,100.00	\$ 4,074.00	\$ 4,074.00	
A.7	Truncated Dome Detectable Warning Cast-In-Place Mat		19	Ea.	\$ 24,880.00	\$ 31,100.00	\$ 28,923.00	\$ 28,923.00	
A.8	Concrete Curb Type "C" at front of ADA Ramp		360	LF	\$ 1,050.00	\$ 1,500.00	\$ 330.00	\$ 330.00	
A.9	Concrete Short Curb Type "C" at back of ADA Ramp		235	LF	\$ 19,950.00	\$ 28,500.00	\$ 6,270.00	\$ 6,270.00	
A.10	4" Concrete Sidewalk		5730	LF	\$ 58.00	\$ 50.00	\$ 65.00	\$ 65.00	
A.11	4" Wide White or Yellow Thermoplastic Stripe		220	SY	\$ 20,880.00	\$ 18,000.00	\$ 23,400.00	\$ 23,400.00	
A.12	4" Yellow Bi-Directional, Type 1 Reflectors		100	Ea.	\$ 13,630.00	\$ 11,750.00	\$ 15,275.00	\$ 15,275.00	
A.13	8" Wide White Thermoplastic Stripe		4400	LF	\$ 125.00	\$ 100.00	\$ 380.00	\$ 380.00	
A.14	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk (Non-Skid Finish)		950	SF	\$ 27,500.00	\$ 22,000.00	\$ 83,600.00	\$ 83,600.00	
A.15	Bike Stencils Legend		8	Ea.	\$ 1.10	\$ 1.20	\$ 0.90	\$ 0.90	
A.16	Left or Right Turn Arrows		6	Ea.	\$ 6,303.00	\$ 6,876.00	\$ 5,157.00	\$ 5,157.00	
A.17	Signs Post and V-Loc Bases		4	Ea.	\$ 8.50	\$ 8.00	\$ 6.25	\$ 6.25	
Total Basic Bid Schedule A:					\$ 758,447.00	\$ 848,786.00	\$ 871,356.50	\$ 871,356.50	

				1		2		3	
BID TABULATION				Intermountain Slurry Seal		VSS International		S-2 Contractors	
Basic Bid Schedule B:				Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
B.1	Mobilization		1	LS	\$ 12,000.00	\$ 8,007.80	\$ 15,000.00	\$ 15,000.00	
B.2	Type II Micro-Surface Slurry Seal		47000	SY	\$ 12,000.00	\$ 8,007.80	\$ 15,000.00	\$ 15,000.00	
B.3	Existing Asphalt Concrete Pavement Removal and Replacement 4" Deep		155	SY	\$ 2.00	\$ 2.80	\$ 3.00	\$ 3.00	
B.4	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk		930	SF	\$ 94,000.00	\$ 131,600.00	\$ 141,000.00	\$ 141,000.00	
Total Basic Bid Schedule B:					\$ 141,185.00	\$ 162,120.00	\$ 177,700.00	\$ 177,700.00	



# City of Canby

PO Box 930 Phone: 503.266.4021  
222 NE 2nd Ave Fax: 503.266.7961  
Canby, OR 97013 www.canbyoregon.gov

**DATE:** APRIL 23, 2018  
**TO:** CANBY CITY COUNCIL  
**FROM:** RICK ROBINSON, CITY ADMINISTRATOR

**RE:** ORDINANCE NO. 1482: AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL

**Issue:** Whether or not to continue the PSA contract with Heard Farms for sewage sludge removal.

**Summary:** The City is currently contracting with Heard Farms for sewage sludge removal at the City's Wastewater Treatment Facility. Under the existing contract, the price charged per wet ton hauled is \$57 per wet ton. The \$57 price will remain unchanged under the proposed contract. After soliciting quotes, this price is still less per wet ton than the nearest competitor. For this agreement, the not-to-exceed price on the total amount of services is capped at \$149,000.

**Attachments:** Ordinance 1458, Personal Services Agreement with Heard Farms, and Exhibit A.

**Recommendation:** Authorize this contract.

**Motion:** *"I move to approve Ordinance No. 1482, AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL; to come up for second reading on May 16, 2018."*

**ORDINANCE NO. 1482**

**AN ORDINANCE AUTHORIZING THE CITY OF CANBY TO ENTER INTO A CONTRACT WITH HEARD FARMS FOR WASTEWATER SEWAGE SLUDGE REMOVAL.**

**WHEREAS**, the City of Canby requires the hauling of tonnage of wet sewage sludge as part of its wastewater treatment; and

**WHEREAS**, the City of Canby desires to secure a cost-effective contract for this integral service.

**THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:**

**Section 1.** The City Administrator is hereby authorized on behalf of the City to enter into a Personal Services Agreement with Heard Farms to haul sewage sludge for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

**Section 2.** The effective date of this Ordinance shall be July 1, 2018.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2018; ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, May 16, 2018, commencing at the hour of 7:30 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Kimberly Scheafer, MMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of May 2018, by the following vote:

YEAS\_\_\_\_\_

NAYS\_\_\_\_\_

---

Brian Hodson  
Mayor

ATTEST:

---

Kimberly Scheafer, MMC  
City Recorder

## EXHIBIT “A”

### PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Heard Farms (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor’s services under this Agreement are set forth in Exhibit “A”, attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor’s Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
  - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor’s proposal. See Exhibit “A” attached hereto. Contractor agrees that \$149,000 is the not to exceed price of this contract, without prior written approval from the City.
  - B. City agrees to pay Contractor within 30 days after receipt of Contractor’s itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
  - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor’s services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

- A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
  - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
  - b. If Contractor fails to abide by the terms of this Agreement.
  - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

- A. For General Liability Insurance, Contractor shall provide a Certificate of

Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: Richard Heard  
Heard Farms, Inc.  
578 Rogers Road  
Roseburg, OR 97471

Please submit invoices to: Attn: Accounts Payable  
City of Canby  
PO Box 930  
Canby, OR 97013  
[ap@canbyoregon.gov](mailto:ap@canbyoregon.gov)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used \_\_\_\_\_ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

---

Joseph Lindsay  
City Attorney

**LIST OF SUBCONTRACTORS**

***As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.***

[illegible]

**The City hereby approves the above listed subcontractors.**

City of Canby

Date \_\_\_\_\_



## **EXHIBIT "A"**

### **Memorandum of Agreed Terms for Personal Services Agreement between City of Canby, Oregon (City) and Heard Farms, Inc. for Sewage Sludge Pickup and Disposal**

In addition to the terms agreed upon in the signed Personal Services Agreement, the City of Canby, Oregon (City) and Heard Farms, Inc. agree to the following:

1. Heard Farms will pick up and dispose of sewage sludge from the City of Canby Wastewater Treatment Plant located at 1480 NE Territorial Road in Canby, Oregon, at a price of \$57.00 per ton.
2. The above-stated price of \$57.00 per ton will remain fixed for a one year period. Any subsequent change to the \$57.00 per ton price will require a new agreement.
3. The Personal Services Agreement shall be effective from July 1, 2018 through June 30, 2019.
4. Sewage sludge is not required to meet the Class B standard in order for Heard Farms to haul them off and dispose of them. The sewage sludge shall be in the range of 5 to 9 on the pH scale. Any testing of the sewage sludge for disposal purposes will be the responsibility of Heard Farms and will be done at the Heard Farms facility. The City is not responsible for this testing at all.
5. Containers and/or trailers will be hauled off by Heard Farms within 24 hours of the load being ready.
6. The City does not guarantee a specific amount of sewage sludge each month, but parties assume that amounts should be fairly consistent from month to month.
7. The City continues to reserve the right to haul off or have any excess sludge removed that Heard Farms cannot pick up and dispose of in a timely manner (by the end of each work week). The goal is to not store any sewage sludge over the weekends.
8. Ownership of the sewage sludge transfers to Heard Farms upon pick-up by Heard Farms.