



AGENDA

CANBY CITY COUNCIL MEETING

January 6, 2016

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

*Council President Tim Dale
Councilor Clint Coleman
Councilor Tracie Heidt*

*Councilor Traci Hensley
Councilor Greg Parker
Councilor Todd Rocha*

CITY COUNCIL MEETING

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Oregon's New History Minstrels Quartet Presentation
- D. Clackamas Community College Bond Projects Presentation

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

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 December 2, 2015 City Council Regular Meeting
- B. Appointments to City Budget Committee Pg. 1
- C. Change of Ownership Liquor License for 76 Food Mart of Canby Pg. 4

7. RESOLUTIONS & ORDINANCES

- A. Res. 1229, Adopting Canby Area Transit's 2016 ADA Plan - Americans with Disabilities (ADA) Plan and Repealing Resolutions 1081, 1152 and 1186 Pg. 6
- B. Res. 1230, Declaring a City Vehicle Surplus Property and Indicating Intent and Method for Disposal of Such Property Pg. 43
- C. Res. 1231, Amending the Interagency Agreement Between the City of Canby and the Friends of the Canby Adult Center, Inc. Pg. 45

- D. Ord. 1431, Authorizing Contract with Rotschy, Inc. for the Wastewater Treatment Facility Biosolids Loadout Building Project; Transferring Budget Appropriations; and Declaring an Emergency (**2nd Reading**) Pg. 50
- E. Ord. 1432, Authorizing Contract to Purchase Three (3) Vehicles for Canby Area Transit from Creative Bus Sales of Canby, Oregon Pg. 58

8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. 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.ci.canby.or.us. 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.

**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Instructions: By using either your tab key or arrow keys, navigate to each field and type in your information. When complete, save the document to your computer and either mail, fax or email to the addresses listed below.

Date: 10/27/15

Name: Kathleen A. Kelso

Occupation: Retired

Home Address:

Employer: Retired

Position: Retired

Daytime Phone:

Evening Phone:

E-Mail Address:

For which position are you applying? Budget Committee

What are your community interests (committees, organizations, special activities)? Volunteering at Canby Public Library currently (just started). Grandchildren in Canby Schools.

Experience and educational background: B.A. in Organizational Communication. 42 years in the business community. Last 30 years as Executive Assistant and then Office Manager for Warn Industries and Management West LLC. I led the Administrative Team and the Aviation Team for Warn Industries. At Management West, I served as a corporate officer for several entities and Office Manager.

Reason for your interest in this position: I want to be involved in the Community I live in.

List any other City or County positions on which you serve or have served: none

Information on any special membership requirements: none

Referred by (if applicable): N/A

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to: **City of Canby**
Attn: City Recorder
182 N Holly Street
PO Box 930
Canby, OR 97013

Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site.

12-4-07

RECEIVED

OCT 27 2015

City of Canby - City Recorder

**CITY OF CANBY
APPLICATION
BOARD/COMMITTEES/COMMISSIONS/COUNCIL**

Date: 10/26/2015

Name: Eric Humphreys Occupation: Loan Documentation Supervisor

Home Address: _____, OR 97013

Employer: Columbia Bank Position: Loan Documentation Supervisor

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

For which position are you applying? City Budget Committee, other if needed

What are your community interests (committees, organizations, special activities)?
I am interested in city activities, area non-profits, local transportation, and city growth.

Experience and educational background: _____
Budget Assistant for YWAM Ships - January 2012 through June 2012
Major in Mathematics and Minor in Applied Statistics - 2017

Reason for your interest in this position: Since becoming a resident of Canby I have been very
interested in getting involved with the City to assist in the growth and success of our community.
I believe I have a lot to offer and look forward to be involved.

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

Information on any special membership requirements: _____

Referred by (if applicable): _____

Feel free to attach a copy of your resume and use additional sheets if necessary

THANK YOU FOR YOUR WILLINGNESS TO SERVE CANBY

Please return to: *City of Canby*
Attn: City Recorder
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PO Box 930
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Phone: 503.266.0733 Fax: 503.266.7961 Email: Scheaferk@ci.canby.or.us

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RECEIVED

OCT 27 2015

City of Canby - City Recorder

1-4-13

Eric Humphreys

Work Experience

COLUMBIA BANK, CANBY, OR

Teller, Feb 2013 – Aug 2013

- Taking deposits, balancing cash in drawer and vault, and assisting customers in various areas.

COLUMBIA BANK, WILSONVILLE, OR

Teller, Aug 2013 – Nov 2013

- Taking deposits, balancing cash in drawer and vault, and assisting customers in various areas.

Personal Banker, Nov 2013 – May 2014

- Assisted in opening new accounts, maintaining current accounts, meeting with new customers, assisting the Branch Manager and Branch Officer with various duties, training new tellers and backup Personal Bankers, and increasing the footprint and success of the branch and region.

Loan Documentation Specialist, May 2014 – Dec 2015

- Created loan documents for commercial loans, reviewed and managed the inbox for new requests, assisted in editing the local Microsoft Access report software, and assisted new employees during training.

Loan Documentation Supervisor, Dec 2014 – Present

- Supervise the eleven Loan Documentation Specialists in Wilsonville, including assisting in their professional development and growth in documentation.
- Train new employees in all aspects of commercial loan documentation. Maintain, facilitate, prepare, and monitor weekly joint meetings for Wilsonville Loan Operations for 34 attendees.
- Delegate and assist Loan Officers in all aspects of loan documentation and requests to alleviate customer impact in rush requests and changes in documentation.

Education

CHADRON STATE COLLEGE, CHADRON, NE

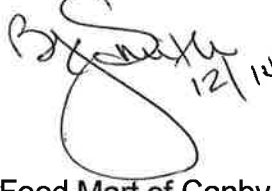
- Finishing Major in Mathematics and Minor in Applied Statistics Additional

Skills

- Effective and efficient comprehension and problem solving skills.
- Strong team player.

Memo

To: Mayor Hodson & Members of City Council
From: Bret J. Smith, Chief of Police
CC: Kim Scheafer, City Recorder
Date: December 14, 2015
Re: Liquor License Application / 76 Food Mart of Canby



I have reviewed the attached liquor license application completed by the applicant, Amandeep Vivk, for the business, "76 Food Mart of Canby", located at 453 SE First Ave, Canby, Oregon.

On December 14, 2015, I spoke with applicant Amandeep and we discussed the laws involving the sale of alcoholic beverages. He told me he is familiar with the Oregon liquor laws, stating he has prior experience in the "liquor" sales business. Amandeep said he attempted to sell the business in September 2015, but the potential buyer backed out of the sale before it was finalized and he still maintains in control of the business. Because the business failed to sell, he is resubmitting a liquor license application.

Amandeep said he is familiar with the OLCC regulations and training requirements for all employees who sell alcohol and he understands the consequences for failure to comply with the rules as set forth by Oregon State law.

It is my recommendation that the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

pd \$75.00 12/14/15
ccpmt

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☐ Limited On-Premises Sales (\$202.60/yr)
- ☒ Off-Premises Sales (\$100/yr)
- ☒ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: _____

ACTIONS

- ☒ Change Ownership
- ☐ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other _____

L 227918
P 40053

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

CITY AND COUNTY USE ONLY

Date application received: 12-14-15

The City Council or County Commission:

City of Canby
(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: DEC 14 2015

90-day authority: ☐ Yes ☒ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① VIRK PETROLEUM LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): 76 food mart of canby

3. Business Location: 453 SE 1st Ave. Canby OR 97013
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: SAME
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 510.589.3332
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: RSW Oil, Inc. Type of License: Off-Premises

8. Former Business Name: RSW Oil, Inc.

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Canby, OR
(name of city or county)

11. Contact person for this application: Amandeen Virek

(address)

(fax number)

(e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

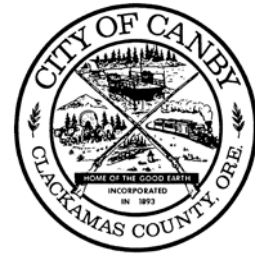
Applicant(s) Signature(s) and Date:

① _____ Date 12-10-15 ③ _____ Date _____

② Kylwant Kaur Date 12-10-15 ④ _____ Date _____

City Council Packet Page 9 of 79

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Julie Wehling, Transit Director*
DATE: *December 16, 2015*
THROUGH: *Rick Robinson, City Administrator*

Issue:

Update to the Canby Area Transit (CAT) Americans with Disabilities (ADA) Plan.

Synopsis:

The City and CAT are required by federal regulations and the Rail and Public Transit Division of ODOT to maintain a current ADA Plan for all public transportation services. Providers of public transportation are required by federal regulations to draft and maintain a current plan and update it annually if necessary.

The 2016 version of Canby Area Transit's ADA Plan has been reviewed by staff and ODOT's Rail and Public Transit Division. As required, the updated ADA Plan describes the transit services currently provided. The update includes the current Route 99 schedule and the route name change from the Orange Line to the Route 99. It has also received a formatting facelift to resemble the recently approved Civil Rights Program Title VI, Limited English Proficiency Plan. Other changes were non-substantive edits and wording changes for clarification.

Recommendation:

Staff recommends the adoption of Resolution 1229 which adopts the 2016 ADA Plan - Americans with Disabilities (ADA) Plan.

Recommended Motion:

"I move to adopt Resolution 1229, A RESOLUTION ADOPTING THE DOCUMENT ENTITLED AMERICANS WITH DISABILITIES (ADA) PLAN AND REPEALING RESOLUTIONS 1081, 1152, AND 1186.

Attachments:

Resolution 1229 and Exhibit "A"

RESOLUTION NO. 1229

A RESOLUTION ADOPTING CANBY AREA TRANSIT'S 2016 ADA PLAN - AMERICANS WITH DISABILITIES (ADA) PLAN AND REPEALING RESOLUTIONS 1081, 1152, AND 1186

WHEREAS, Canby Area Transit (CAT) is required by federal regulation and by Oregon Department of Transportation's (ODOT) Rail and Public Transit Division to draft and maintain a Americans with Disabilities (ADA) Plan for its public transportation services; and

WHEREAS, the City previously adopted the document *Canby Area Transit – City of Canby Americans with Disabilities (ADA) Plan* (dated April 2, 2014) by Resolution 1186.

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

1. The document entitled 2016 ADA Plan – Americans with Disabilities (ADA) Plan attached hereto as Exhibit “A” and by this reference incorporated herein, is adopted by the Canby City Council and replaces all previous versions in their entirety.
2. Resolutions 1081, 1152, and 1186 are hereby repealed.

This resolution shall take effect on January 6, 2016.

ADOPTED by the Canby City Council on the 6th day of January 2016.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder



2016 ADA Plan

Americans with Disabilities (ADA) Plan



Julie Wehling
Transit Director
P.O. Box 930
Canby, OR 97013
Phone: 503-266-4022
Email: wehlingj@ci.canby.or.us

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Introduction

Canby Area Transit (CAT) operates as a department of the City of Canby. The department's administrative offices are located at 195 S Hazel Dell Way, Suite C in Canby. The Transit Director can be contacted by phone at 503.266.0751, by fax at 503.263.6284, or cat@ci.canby.or.us. Address written correspondence to Canby Area Transit, PO Box 930, Canby, OR 97013.

Canby Area Transit and the City of Canby are committed to providing equal opportunity for persons with disabilities. This commitment includes complying with the Americans with Disabilities Act of 1990 (ADA) and the Rehabilitation Act of 1993 including Section 37.173 of DOT's ADA regulations requiring transit operators to train their personnel to properly assist and treat individuals with disabilities with sensitivity and to operate vehicles and equipment safely. This includes training personnel to use the accessibility equipment and to accommodate the different types of common wheelchairs.

This Americans with Disabilities (ADA) Plan updates the ADA Plan dated April 2, 2014 and documents the policies developed during the course of providing public transportation. These policies and service delivery systems were developed in regular public meetings with the integral participation of the Transit Advisory Committee and the governing body, Canby City Council.

Mission and Goals

City of Canby's stated mission is *to maintain and improve the quality of life and environment for all within the Canby Community.*

To accomplish this we will:

- Facilitate the provisions of needed services and infrastructure.
- Promote community-oriented decision making.
- Advocate accessibility and equity in process and service.
- Nurture a sense of community and responsibility between generations.

Canby Area Transit, a department of the City of Canby, has established the following mission statement: *To serve the citizens of Canby with accessible, dependable and efficient Public Transportation.*

During a 2009 Canby Area Transit's planning process the following goal and objectives were identified to guide the development of a CAT Transit Master Plan.

Goal: Serve the transportation needs of residents, employees, and visitors with convenient, safe, affordable, and efficient transit service and other options that offer a viable alternative to the automobile and provide key connections to other regional options.

The objectives identified to support the goal were to:

- Provide service that is coordinated, efficient and reliable.
- Enhance access to fixed-route transit and other alternative transportation options.

- Accommodate the growing demand for alternative transportation services in Canby.
- Promote land use patterns and local policies that support transit and alternative transportation use.
- Increase the awareness of and community involvement in transit and alternative transportation services.

Clearly, Canby Area Transit is committed to providing transportation services that will accommodate people of all abilities and provide quality service to as many members of the community as possible. Customer accessibility is a critical consideration in all aspects of CAT service from customer amenities to vehicle and route design. The following lists service elements designed specifically to assure the accessibility of CAT service.

- All CAT service is designed with accessibility as a priority.
- Paratransit Dial-A-Ride service is available for those who are not able to access the Fixed-Route service.
- A General Public Dial-A-Ride service is available for anyone traveling within the CAT service area.
- CAT personnel are trained to operate vehicles and equipment safely and to sensitively assist people with disabilities.
- Vehicles are equipped with wheelchair lifts or ramps as well as bike racks.
- Stops and service routes are announced on Commuter and Fixed-Route services.
- Schedules and program information are made available in alternative formats.
- Service animals trained to perform a task are accommodated on all vehicles.
- Personal Care Attendants (PCA) may accompany individuals with disabilities at no charge.
- Travel Training assistance and trip planning is provided upon request.
- Bus stops are evaluated for accessibility and are established in the safest, most accessible locations available.
- As needed, customers are interviewed via phone or in person to identify the appropriate level of service, provide information and answer any questions.
- Premium service exceeding ADA requirements is available to eligible customers traveling between Oregon City and Canby.

These practices contribute to the accessibility of the CAT system and improve its service to all customers including those with disabilities.

Transportation service is provided without discrimination against any person including any person with a disability. Discrimination by Canby Area Transit employees or representatives against any person on the basis of disability will not be condoned or tolerated. The Canby Area Transit Title VI Program Policy provides a comprehensive non-discrimination policy.

Description of Service Area

Canby is a growing and thriving community with a population of more than 17,000 people. The rural environment and small town feel draw many to settle in Canby making it one of the most desirable bedroom communities – with Portland 25 miles north and Salem 30 miles to the south.

Bordered by the Molalla and Willamette rivers, Canby has historically been a natural hub for transportation which played a major role in the development of the City. The Willamette River served as the main source of transportation with steamboats taking produce to markets in Oregon City and Portland. Rails were laid in 1870 and the tracks were quickly lined with warehouses and the agriculture industry grew. In 1914, a ferry service was established across the Willamette River and today the Canby ferry is one of three ferries still operating in Oregon.

Canby is separated from Metro's Urban Growth Boundary by several miles of rural land. This separation is protected by a "Green Corridor" agreement between Canby, Clackamas County, Metro, and the Oregon Department of Transportation – which largely protects the 99E corridor from further development. This designation coupled with the Willamette River, the railroad lines, and the steep cliffs ensure that Canby will remain separate from the Portland Metropolitan Area for many decades, if not forever. The city's setting surrounded by rivers and fields, and its agricultural heritage, give it a unique character and a tradition of self-reliance. Canby's historic downtown, highway commercial area, schools, and churches are still very important local destinations.

Despite this physical separation and self-reliance, Canby has always had strong transportation and economic connections to its neighbors (Portland, Woodburn, Wilsonville, Molalla and Salem) by rail and road.

City-Data.com reports that the population of Canby rose 31.9% between 2000 and 2013. Growth can be attributed in large part to people seeking a small town, rural lifestyle within a reasonable distance of the employment, recreational and retail opportunities of Oregon's two largest metropolitan areas.

Recent regional estimates indicate that as many as sixty five percent of Canby residents commute to work outside of Canby and those connections are expected to continue as population projections continue to indicate strong growth trends over the next 20 years.

Aging Population

According to the 2010 U.S. Census of Population, 14.2 percent of the City's population was 65 or older. Baby Boomers are reaching retirement age and seniors will account for a growing proportion of the population. This will inevitably create an increased demand for Paratransit services over the next twenty years. Elderly residents who are less confident in their driving abilities may also add to the increased demand for fixed-route transit service as well. In fiscal year 2014/15 more than 43 percent of CAT ridership was either elderly or a persons with a disability.

Other Demographics

Although the demographic profile of transit riders varies somewhat from one place to another, there are particular groups that are more likely to commute by transit than others. According to one study, the groups that are more likely to use transit include:

- Workers with no household car
- Workers with work or mobility limitations
- Women
- Hispanics
- Asians
- Immigrants (regardless of the number of years they have been in the United States)
- Workers with household incomes below \$20,000
- Workers age 17-29, and
- Workers age 60 and over.

With the exception of low-income households, the study indicated that all of the other groups still had higher than average transit use to access jobs, even in higher-income groups. Of these groups Hispanics, in particular, represent a growing sector of the community in Canby. The 2010 census reports 21.3 percent of Canby residents are Hispanic, 8.5 percent of Canby households make less than \$15,000 annually and 11.7 percent make \$15,000 - \$24,999 annually.

Fixed-Route Service

Canby Area Transit provides commuter and fixed-route service along 99E. Commuter service is provided to Oregon City and Woodburn and a local fixed route operates along 99E between Canby Market Center (Fred Meyer) and Canby Square (Safeway) within Canby. A current schedule is posted at www.canbyareatransit.org. See Appendix E for a copy of the current schedule.

Route	Service	Location	Days	Hours	Frequency
99E	Fixed Route	Between Canby Transit Center and Canby Market Center	Monday - Friday	7:30 am to 7:35 pm	Varies from 30 – 120 min
99E	Fixed Route	Between Canby Square and Canby Transit Center or Canby Market Center	Monday - Friday	7:24 am to 7:35 pm	Varies from 30 – 120 min

Commuter (Inter-City) Service

Canby Area Transit operates commuter service on portions of the route along 99E between Oregon City and Woodburn. The intercity connections provide links between the rural communities and critical links to Portland and Salem. See Appendix I for a current Route 99 map.

North of Canby the route along 99E provides commuter service originating from the Canby Market Center (1401 SE 1st Avenue in Canby) or from the Canby Transit Center (100 NE 1st Avenue) to the Oregon City Transit Center (TriMet) at the intersection of 99E and 11th Street in Oregon City.

South of Canby the route along 99E provides commuter service between Canby Square (1051 SW 1st Avenue in Canby) and a Woodburn Transit System (WTS) bus stop (#18) near BiMart (1600 Mt Hood Avenue) in Woodburn.

Route	Service	Location	Days	Hours	Frequency
99E	Commuter to Oregon City	From Canby Transit Center or (from Canby Market Center) to the Oregon City Transit Center	Monday - Friday	5:05 am to 8:10 pm	Varies from 30 – 120 minutes
99E	Commuter to Woodburn	Between Canby Square and BiMart in Woodburn	Monday - Friday	6:00 am to 6:36 pm only 6 trips daily	Roughly 150 minutes

Once outside the Canby Urban Growth Boundary each of these commuter services provide very limited stops along a highway or rural county road. CAT does not provide local service to the small communities along these commuter routes.

Fares

On October 1, 2012 CAT implemented a one dollar fare for all Fixed-Route and Commuter services. Children who have had their 7th birthday are required to pay the fare. Effective April 1, 2014 CAT offers a 24 ride Punch Pass for \$20 and a \$20 Monthly Pass.

Fleet

CAT operates a mixed fleet of vehicles. Current schedules require a minimum of 5 buses in operation per service day. Two (2) 35'/33 passenger buses are utilized only on the fixed-route and commuter services. Two (2) 22'/17 passenger buses with four wheelchair stations are utilized on Dial-A-Ride only. The other vehicles are used on both fixed-route/commuter service and Dial-A-Ride (Paratransit) as appropriate. These vehicles include three (3) 24'-26'/20-21 passenger. Additionally, CAT has one (1) ramp accessible minivan and four (4) backup buses. All vehicles are accessible and can accommodate at least one wheelchair.

Complimentary Paratransit Service

Canby Area Transit provides demand responsive Paratransit service through its ADA Dial-a-Ride program to individuals whose disability prevents them from using or accessing the local fixed-route bus. Dial-a-Ride service is provided to all eligible individuals traveling within Canby Urban Growth Boundary or within ¾ mile of a fixed route. Dial-A-Ride customers traveling to and from destinations in the TriMet District make transfers to the TriMet LIFT service at the Oregon City Transit Center.

This service is provided during the hours of the local fixed-route service: 6:00 am to 8:00 pm Monday through Friday.

Eligibility

See Appendix A for the certification process as part of the Eligibility Policy. The policy addresses the six required elements:

- Availability of application materials in accessible format
- Description of determination process, including method of notifying individuals about determinations
- System and timetable for processing applications and allowing presumptive eligibility
- Documentation provided to persons determined to be ADA Paratransit eligible
- Description of the administrative appeals process
- A policy for visitors

Scheduling a Ride

When certification is complete, ride reservations are made by calling 503.266.4022 up to 14 days in advance and by 5:00 pm the day before any trip. Although the office is closed on weekends trip requests are taken by voice mail and honored for Mondays. There are no restrictions on trip purpose and it is the practice of Canby Area Transit that there are no capacity constraints.

Additional Information

Subscription service (standing order) is available for riders who travel to and/or from the same location on a regular basis. Subscription service may be limited in order to ensure there are no capacity constraints for on-demand trip requests. A waiting list may be created for subscription service only.

Reservation times may be negotiated to within one hour of requested time. There is a pick-up window of 10 minutes before or after scheduled time. Passengers are requested to be ready for vehicle arrival, which may be up to 10 minutes early. Driver will allow up to five (5) minutes for passenger to board.

Cancellations, Missed Rides, and No Shows

Cancelled and missed trips are costly and an inconvenience to other passengers. Customers are requested to contact the dispatch/scheduler as soon as possible when canceling a trip. Ridership privileges may be suspended due to a pattern of missed or no show appointments. Ridership privileges can also be suspended due to unruly behavior, which may or may not threaten safety on the vehicle.

Service Delivery

Complementary service is curb-to-curb however accommodations are made when door-to-door service is needed.

Personal Care Attendant

An ADA eligible rider may travel with one (1) Personal Care Attendant (PCA) and one (1) companion. Additional companions may ride as space allows. Companions are required to pay any applicable fares.

Service Fares

The fare for the Paratransit service may be twice (2x) the fixed route fare.

On October 1, 2012 CAT implemented a one dollar fare for all CAT services. Children who have had their 7th birthday are required to pay the fare.

Dial-A-Ride customers who schedule their shopping trips on the twice daily Shopping Shuttles ride for free.

CAT offers a 24 ride Punch Pass for \$20 and a \$20 Monthly Pass.

Premium ADA Dial-A-Ride

CAT's Premium Dial-A-Ride service exceeds the American's with Disabilities Act (ADA) requirements for Paratransit riders. As a supplement to its Paratransit Dial-A-Ride connection to TriMet LIFT at the Oregon City Transit Center CAT provides a transferless service (origin-to-destination) to all eligible Paratransit customers. Transferless service is provided between addresses within the Canby Urban Growth Boundary and addresses inside the city limits of Oregon City. The service is curb-to-curb with reasonable accommodations made for trips requiring door-to-door assistance.

This service is provided during the hours of the local fixed-route and the complementary paratransit service hours. The Premium Dial-A-Ride service is provided for the following trip purposes: medical or social services appointments, education or employment. The service operates from 6:00 am to 8:00 pm Monday through Friday.

All other aspects of the service are the same as the Complementary Paratransit Service detailed above.

Comparison of Fixed-Route to Complementary Paratransit

This comparison table summarizes the above defined Complementary Paratransit service showing it provides equal service to that provided by the fixed route and meets the six required criteria.

Service Criteria	Consistent w/ Regulation	Comments
Service Area	Yes	See Service Area Map
Response Time	Yes	14 days in advance to 5:00 pm the day prior
Fares	Yes	\$1
Trip Purpose	Yes	No Restrictions
Service Hours	Yes	Same
Capacity Constraints	Yes	None

General Public Dial-A-Ride

On June 27, 2011 CAT implemented a General Public Dial-A-Ride service. The service replaced two local Canby routes that were eliminated due to budget cuts. The General Public Dial-A-Ride service is offered to anyone traveling within the Canby Area Transit service area. Rides are provided on a space available basis as capacity on the Complementary Paratransit service allows.

This service is provided between 8:00 am and 6:00 pm Monday through Friday. See www.canbyareatransit.org for more detailed information including a map of the CAT service area.

Eligibility

Anyone traveling to or from a destination within the CAT service area is eligible for service. Individuals register by calling 503.266.4022 and providing their name, address, and phone number and answering a few questions.

Scheduling a Ride

Reservations may be scheduled as early as 14 days in advance or up to 24 hours prior to the trip. Reservations for Mondays or the first day after a holiday must be made on the Friday before the date of the ride request.

Reservations may be placed by calling the dispatcher/scheduler during office hours (Monday through Friday, 8:00am to 5:00pm) or on weekends and holidays by leaving a message on the office answering system.

Additional Information

Subscription service (standing order) is not available for this service. It is provided on a space available basis.

Reservation times may be negotiated to within one hour of requested time. There is a pick-up window of 10 minutes before or after scheduled time. Passengers are requested to be ready for vehicle arrival, which may be up to 10 minutes early. Driver will allow up to five (5) minutes for passenger to board.

Cancellations, Missed Rides, and No Shows

Cancelled and missed trips are costly and an inconvenience to other passengers. Customers are requested to contact the dispatch/scheduler as soon as possible when canceling a trip.

Ridership privileges may be suspended due to a pattern of missed or no show appointments.

Ridership privileges can also be suspended due to unruly behavior, which may or may not threaten safety on the vehicle.

Service Delivery

Service is curb-to-curb.

Service Fares

On October 1, 2012 CAT implemented a one dollar fare for all CAT services. Children who have had their 7th birthday are required to pay the fare.

Dial-A-Ride customers who schedule their shopping trips on the twice daily Shopping Shuttles ride for free.

CAT offers a 24 ride Punch Pass for \$20 and a \$20 Monthly Pass.

Fleet

As mentioned in the previous sections, CAT operates a mixed fleet of vehicles. Two (2) 22'/17 passenger buses with four wheelchair stations are utilized on Dial-A-Ride only. The other vehicles are used on both fixed-route/commuter service and Dial-A-Ride (Paratransit) as appropriate. These vehicles include three (3) 24'-26'/20-21 passenger. Additionally, CAT has one (1) ramp accessible minivan and four (4) backup cutaway buses. All vehicles are accessible and can accommodate at least one wheelchair.

Coordination with Other Public Transit Service Providers

Canby Area Transit's participation in regular coordinated planning with many public transit service providers includes the Clackamas County Transportation Consortium, the Regional Transportation Coordinating Committee, and the Special Transportation Funding Advisory Committee responsible for the development of the Coordinated Human Transportation Services Plan. Canby Area Transit makes every effort to coordinate with other agencies in the region and to provide the most effective and appropriate level of service. We use the Elderly and Disabled Transportation Plan (EDTP) as a road map and make every effort to implement as many strategies of the plan as are possible. Providing connections and mobility is one of CAT's highest priorities and we currently make connections with TriMet, South Metro Area Regional

Transit (SMART), South Clackamas Transportation District (SCTD), Chemeketa Area Regional Transportation System (CARTS) and Woodburn Transit System (WTS).

Canby Area Transit has donated a minivan from its fleet to the Canby Adult Center. We work with the Canby Adult Center to arrange transportation for customers who are outside the CAT service boundaries. As often as possible we work with the RideWise program staff to assist CAT customers and Canby education professionals with travel training.

Public Participation Plan

The City of Canby-CAT's public involvement strategy offers continuous opportunities for the public to be involved in proposed transportation decisions, such as service design changes, new services, fare changes, and changes of service policy. The primary mechanism for the public to participate is to attend the monthly Transportation Advisory Committee (TAC) meetings or City of Canby City Council meetings. These meetings are advertised in the local paper and are open public meetings and held in locations that are wheelchair accessible.

All public meetings offer translation services and information in alternate formats and minutes from the meeting are available in English and other languages upon request. The TAC meeting is held the fourth Thursday of each month at Canby City Hall, 182 North Holly Street, Canby, Oregon, Conference Room 5:30 – 7:00. The City Council meetings are held monthly on the first and third Wednesdays at 155 NW 2nd Avenue, Canby, Oregon. City Council meetings are also broadcast live over the local cable television station and video of the meetings is available on the City website at http://www.ci.canby.or.us/CityGovernment/councilminutes_agenda.htm.

CAT meets the goals outlined in the Oregon Department of Transportation Public Transit State Management Plan for public involvement. CAT seeks out and considers the viewpoints of minority, low-income and LEP populations in the course of conducting public outreach and involvement activities. A copy of the current Title VI Plan and LEP is available on the CAT website at www.ci.canby.or.us/transportation/Advisory/advisory.htm. CAT provides private sector providers with a reasonable opportunity to comment on plans, programs, and to be included in coordinated plans. The following is a general description of CAT processes, which vary depending on the subject, purpose and scope of the program, policy or decision.

- a. Rider and general public surveys
- b. Open public meetings (TAC, City Council, Planning Commission)
- c. Technical work groups
- d. Website information
- e. Solicitation of comments
- f. Involve customers and potential customers in development of plans, policies, service changes, and funding decisions. CAT conducts broad outreach during planning processes such as Transit Master Plan or ADA plan updates or major service changes and riders, general public and stakeholders are notified and invited to participate and comment.

- g. Make plans available in alternate formats, Spanish, and other languages as necessary and hold public hearing (s) with adequate notice of the hearing, including advertisement in local paper, on website, and to special interest circulation.
- h. Develop contacts and mailing lists for LEP and ADA customers and transit stakeholders

Summary of Public Participation Efforts

CAT complies with grant-related public involvement requirements as defined by grant application documents. The following is a summary of CAT's public participation efforts over the last few years.

Printed Materials:

CAT has translated service information on CAT's website and published materials into Spanish. General information about CAT services is posted on CAT's website in English and Spanish and translations to other languages are available upon request. Fixed route schedules and Dial-A-Ride service information are printed and distributed in English and Spanish. Outreach materials, surveys, flyers, press releases and meeting notices for major service changes are available in English and Spanish.

Phone Access:

CAT's phone system includes a Spanish option on the CAT recorded messages. CAT contracts for translation services through Certified Languages International and Passport to Languages to provide verbal, written and in person translation services whenever necessary. Dispatchers are able to connect non-English speaking customers to a translator to respond to questions about CAT services.

Planning and Service Changes

In 2007/2008 CAT conducted focused outreach to Limited English Proficiency (LEP) populations in Canby regarding upcoming service changes and a Title VI program and a LEP plan. In July of 2008 the City Council approved by resolution CAT's first Title VI Program plan. In 2014 the Title VI and LEP plan was updated following an extensive outreach period. CAT conducted surveys, held public meetings in both English and Spanish.

In 2011 CAT instituted major service changes including service reduction, elimination of fixed routes and addition of general public dial-a-ride. CAT notified riders with notices in English and Spanish posted on all buses, the website, at transit center and transit hubs. CAT notified the schools and worked with the Spanish librarian to get information distributed to the Latino community. Information was also distributed at apartment complexes and churches with high concentration of LEP populations. Public meetings were held on June 8, August 8, and September 14, 2014 and the public was also able to make comment at City Council meetings held on the first and third Wednesday of each month.

Implementation of Fare

CAT implemented a General Public Dial-A-Ride \$1 fare on January 2, 2012 and implemented the fare system wide on October 1, 2012. The suggestion to charge a fare came from customer input received at the public meetings regarding service reduction held in August and September of 2011. The Transit Advisory Committee acted on this input on October 12, 2011 by recommending that the City Council consider implementing a \$1 fare. On November 16, 2011 the City Council adopted Resolution 1117 which established the fare which was implemented in stages. In 2013 the Transit Advisory Committee recommended to the City Council that the Discounted Monthly Pass be eliminated and all Monthly Passes be sold at the discounted price of \$20. The council acted on the recommendation with Resolution 1179 which took effect on April 1, 2014. These changes were posted on vehicles, the CAT website, and at the Canby Transit Center (in English and Spanish). The changes were also presented in press releases and on the agenda for both Transit Advisory Committee meetings and City Council meetings with opportunities for public input.

Future Planning Efforts

In 2016 CAT will conduct a Transit Master Planning process. Staff and contractors will utilize the process outlined in CAT's Title VI Program plan as a road map for public participation efforts when gathering input and feedback from riders, stakeholders and LEP populations in Canby.

Appendices

Appendix A:	Eligibility Policy
Appendix B:	Route Design Compliance
Appendix C:	Complaint and Appeals Process
Appendix D:	Dial-A-Ride Service Application Form
Appendix E:	Route 99 Schedule
Appendix F:	Paratransit Dial-A-Ride Brochure
Appendix G:	General Public Dial-A-Ride Brochure
Appendix H:	Service Area Map
Appendix I:	Route 99 Map

Appendix A: Eligibility Policy

Canby Area Transit AMERICANS WITH DISABILITIES (ADA) Eligibility Policy

Eligibility is the process whereby a rider can apply to receive ADA Complementary Paratransit or other special services for which they are determined eligible.

Application and Certification Process

When a customer contacts Canby Area Transit (CAT) with a request for ADA eligible service they are asked to complete a paper application and are given a copy of a brochure (attached as Appendix F) that describes CAT's Dial-A-Ride service. An application form (attached as Appendix D) is provided to all customers requesting special services. All eligibility materials are available in accessible formats upon request.

Once a completed application is received, CAT may take up to 21 days from receipt to make an eligibility determination. No application for special services is accepted for review by CAT until all sections of the application are completed. All partially complete or illegible applications are returned to the applicant. The Transit Director or designee will review all completed applications to determine eligibility for special services including the category of service such as permanent, temporary, or conditional. Follow-up phone, in-person interviews, or functional assessments may be needed. If an initial determination is not made within 21 days of the individual's request for service, they will be provided temporary services on a presumption of eligibility until eligibility is determined.

All applicants receive notification of their eligibility or service denial in writing and in an accessible format if requested. Individuals who are certified as eligible are provided with an identification card.

Denial of Service

If ADA Complementary service is denied, the individual has the right to appeal this decision. The service denial will be provided in writing, will detail the reasons for denial and provide information about the process of appealing the decision. The denial decision will be determined by the Transit Director or designee, who will sign the denial notification letter.

Appeal Process

Any applicant who is denied ADA Paratransit eligibility or disagrees with any established conditions of eligibility has the right to appeal the determination. An appeal request must be submitted in writing and postmarked or delivered within 60 days of the applicant receiving written notification of the decision regarding eligibility as provided above. Appeal requests should be addressed to: Transit Director, City of Canby, PO Box 930, 195 S Hazel Dell Way, Suite C, Canby OR 97013 for review. The appellant, at their request, has the right to meet with the Transit Director to present additional information and arguments. Anyone needing special accommodations may contact Canby Area Transit for assistance at 503.266.4022 or 195 S Hazel Dell Way, Suite C, Canby OR 97013.

The decision of the Transit Director must be made within 30 days and provided in writing or in an accessible format, and include the reasons for the finding. If the decision of the Director is not satisfactory, a further appeal can be made within 30 days to the Transit Advisory Committee at an open, public meeting. Determination at such a meeting will be forwarded as a recommendation to the Canby City Council for approval. Canby City Council determinations will be final. A record of action taken on each request or complaint must be maintained as part of the record or minutes at each level of the appeal process.

The right of the appellant to a prompt and equitable resolution of the complaint must not be impaired by the appellant's pursuit of other remedies, such as the filing of a complaint with the Department of Justice or other appropriate federal agency or the filing of a suit in state or federal court. Use of this procedure is not a prerequisite to the pursuit of other remedies.

Visitor Privilege

Visitors will be allowed special services when traveling in Canby. The individual should have a certification from their home of record. If they do not and the disability is not obvious, the certification process will be used to determine eligibility. Visitor privilege will be provided by CAT for up to 30 days per year. Individuals certified by another transit agency in the region will have unlimited reciprocity.

Suspension of Services

Canby Area Transit reserves the right to suspend from services any ADA qualified person, who establishes a pattern or practice of missing scheduled trips and/or for violating the passenger conduct rules posted in CAT vehicles. Repeated violations can result in services being revoked for up to a maximum of one year. All suspension decisions will be the responsibility of the Transit Director, subject by appeal to the City Council.

Personal Care Attendant

An ADA eligible rider may travel with a Personal Care Attendant (PCA) who may ride free of charge. Other companions may ride as space allows and will be required to pay any applicable fares.

Eligibility Identification Cards

Eligibility Identification Cards will include: Customer name, Customer number, and expiration date for eligibility.

Temporary or Conditional Certification

If eligibility is determined temporary, the ADA qualified person will need to be re-certified at the end of the termed period, unless a longer time period is recommended by the physician and approved by the Transit Manager.

If eligibility is determined conditional, the ADA qualified person can request to have the status of eligibility reviewed should the conditions change.

Appendix B: Route Design Compliance

Canby Area Transit – City of Canby Transit Commuter Route Design Compliance

Commuter Service to Woodburn	
SERVICE DESIGN CHARACTERISTICS OF COMMUTER ROUTE	COMMENTS
No attempt to comprehensively cover service area	Commute portion of the route operates between Canby Square and Woodburn Transit System (WTS) bus stop (#18) near BiMart (1600 Mt Hood Avenue) in Woodburn.
Limited route structure	Commute portion of the route is linear along 99E
Limited number of stops	Commute portion of the route makes limited stops along 99E
Routes of extended length, usually between central business and outlying areas	Commute portion of the route is about 10 miles from Canby Square in Canby to the WTS bus stop (#18) in Woodburn.
Service predominately in one direction during peak times	Commute portion of the route is bidirectional throughout day as commutes serve both communities (reverse commute) and many shifts
Coordinated relationship to other modes	Commute portion of the route connects Canby commuters to WTS and CARTS
Use of multi-ride tickets	Both 24 ride Punch Passes and Monthly Passes are available for this service

Commuter Service to Oregon City	
SERVICE DESIGN CHARACTERISTICS OF COMMUTER ROUTE	COMMENTS
No attempt to comprehensively cover service area	Commute portion of the route operates between either Canby Transit Center or Canby Market Center and the Oregon City Transit Center in Oregon City
Limited route structure	Commute portion of the route is linear along 99E
Limited number of stops	Commute portion of the route makes limited stops along 99E
Routes of extended length, usually between central business and outlying areas	Commute portion of the route is 8.4 miles between Canby Market Center and the Oregon City Transit Center and 9.1 miles between the Canby Transit Center and the Oregon City Transit Center.
Service predominately in one direction during peak times	Commute portion of the route is bidirectional throughout day as commuters serve both communities (reverse commute) and many shifts
Coordinated relationship to other modes	Commute portion of the route connects Canby commuters to TriMet services in Oregon City.
Use of multi-ride tickets	Both 24 ride Punch Passes and Monthly Passes are available for this service

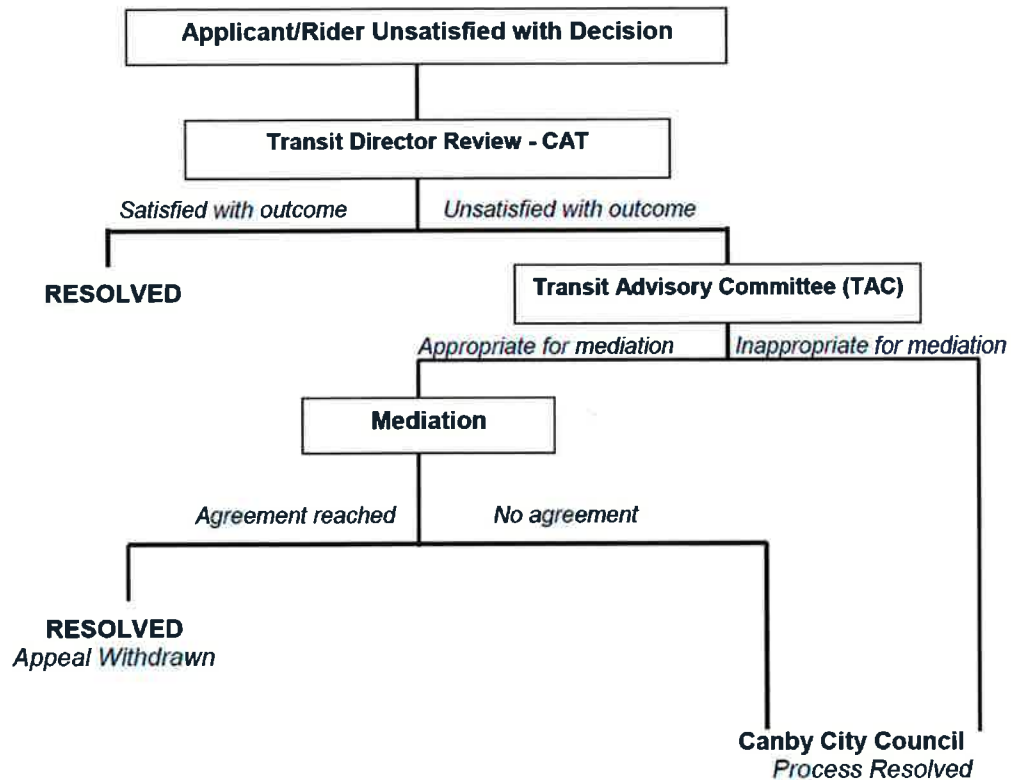
Appendix C: Complaint and Appeals Process

Canby Area Transit (CAT) – City of Canby Complaint and Appeals Process

STEPS	CONSIDERATIONS
<p>1. Notice of Decision Applicant or rider is notified of eligibility or suspension status. Those who receive suspension notices or notice of less than full eligibility will be notified of their option to request a review of the decision and their right to appeal.</p> <p>The applicant/rider has a predetermined number of days from receipt of a decision to request a review or an appeal: 14 days for suspension notices, 60 days for eligibility determinations and other decisions.</p> <p>At this point, the rider/applicant may either request a review (go to Step 2) or appeal the decision (go to Step 3).</p>	<p>The entity shall establish an administrative appeal process through which individuals denied eligibility or notified of an impending service suspension can obtain review of the decision. SS37.125 (g) and SS37.125 (h)(3).</p> <p>For Eligibility Decisions: Provider may require that an appeal be filed within 60 days of denial of an individual's application. SS37.125(g)(1).</p> <p>For Suspensions: Canby Area Transit policy establishes that a suspension will take effect 30 days after the rider is notified therefore appeals should be made within 14 days</p>
<p>2. Manager's Review Applicant/rider contacts the Transit Director to request a review of the decision. The Director will review the case and work with the applicant/rider to obtain additional information in a timely manner.</p> <p>This may involve an in-person interview or an evaluation by a physical therapist.</p> <p>After all necessary information has been gathered. Transit Director will render a review decision within 14 days and will notify the applicant/rider in writing. The applicant/rider will again be notified of their right to appeal. An appeal must be initiated within 14 days (suspension) or 60 days (eligibility) of receipt of the review decision.</p>	<p>Applicants/riders are encouraged to request a manager's review rather than jumping right to an appeal. A manager's review supports the process goal of "keeping the complaints close to the source" and may be successful at resolving some conflicts.</p> <p>There is no ADA specified time limit for the information gathering step. The duration of this period is largely defined by the amount of time needed by the applicants, physicians or other professionals to complete assessments and/or submit information.</p>
<p>3. Formally Initiating an Appeal The applicant/rider will submit their request to appeal to the Transit Director for review by the Transit Advisory Committee (TAC)</p> <p>The TAC will determine if the appeal is appropriate for mediation. The City will contact a mediator from the roster for case development and mediation. The mediator will initiate contact with the applicant/rider within 30 days of Canby Area Transit's receipt of the request to appeal.</p> <p>If Canby Area Transit determines the case is not appropriate for mediation the case will proceed directly to administrative appeal (Step 5).</p>	<p>Because mediation is an additional step in the required appeals process, Canby Area Transit retains the right to choose <u>not</u> to mediate certain cases. Such cases may involve intractable disputes or situations where one of the parties is unwilling or unable to participate in a productive manner. These cases will be forwarded directly to Step 5 for an administrative decision.</p>

<p>4. Mediation</p> <p>If mediation is successful at resolving the dispute, the appellant will be asked to withdraw their appeal. The mediated agreement will become final unless the Transit Director at Canby Area Transit identifies a concern.</p> <p>Canby Area Transit will have up to 14 days following approval of the agreement to issue a decision in writing that reflects the mediated agreement.</p> <p>If the mediation is not successful, the case will be reviewed by City Attorney and the Transit Advisory Committee and forwarded with recommendations to the Canby City Council for an administrative decision.</p>	<p>Approval by the City Attorney is necessary to ensure that the agreement adequately upholds legal requirements and does not hold the Canby Area Transit or the City of Canby to liability. Because legal and liability issues will be addressed in the mediation, review by the City Attorney is expected to be a perfunctory sign-off.</p>
<p>5. Administrative Appeal</p> <p>Administrative appeal will be processed by Transit Advisory Committee. This process involves a review of the file and an opportunity for the applicant/rider to be heard in-person.</p> <p>Following the TAC review and recommendation the City Council will make a final determination.</p> <p>The Canby City Council will issue a decision within 30 days of that hearing, or within 30 days of the applicant's/rider's waiver of the opportunity to be heard.</p> <p>This is the final step in an appeal.</p>	<p>The ADA requires that administrative appeals be heard by someone with "separation of functions". This requirement is met by having the Transit Advisory Committee conduct administrative reviews and forward for approval to the City Council. SS37.125 (g)(2).</p> <p>The ADA requires that the administrative appeal process include an opportunity for the applicant/rider to be heard and to present information and arguments. SS37.125 (g)(2).</p> <p>The Appendix to SS37.125 (g)(2) states that after the appeals process has been completed, the entity should make a decision within 30 days, and that service must be provided starting on the 31st day until and unless a decision is rendered.</p>

CANBY AREA TRANSIT COMPLAINT AND APPEALS PROCESS
For Eligibility Determinations and Service Suspensions



1. Canby Area Transit Director will review all complaints and appeals. This review may involve an in-person interview, evaluation by a medical professional or consultation with the individual's case manager.
2. If the Transit Advisory Committee (TAC) determines appeal is not suited for mediation, appeal will proceed with a TAC recommendation directly to the Canby City Council
3. For decisions made by the Canby City Council or TAC the appellant will have the opportunity to be heard in-person.

Appendix D: Dial-A-Ride Service Application Form



APPLICATION FOR
Canby Area Transit Dial-A-Ride Service

PART 1. PERSONAL INFORMATION

PLEASE PRINT CLEARLY

Name _____

Last Name

First Name

Middle Name

Date of Birth ____/____/____

Address _____

(Please include St., Ave., Blvd., Lane, Circle, Place, etc.)

Name of Apartment Complex _____ Apt. No. _____

City _____ State _____ Zip Code _____

Nearest Cross-Street _____

Home Phone (____) _____ Work Phone (____) _____

PART 2. CONTACT PERSON

Provide the name of a person CAT can contact about your Dial-A-Ride service in an emergency.

Name of Contact _____

Relationship to Applicant _____

Phone Number(s) _____



APPLICATION FOR
Canby Area Transit Dial-A-Ride Service

PART 3. MOBILITY AIDS

1. Will you use any of the following when riding Dial-A-Ride?

(Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Cane, Walker, Crutches or White Cane | <input type="checkbox"/> Service Animal |
| <input type="checkbox"/> Communication Aid | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Portable Oxygen | <input type="checkbox"/> None of the Above |

2. Will you use a wheelchair (manual or electric) or
an electric scooter when riding Dial-A-Ride?

- ☐ No ☐ Yes ☐ Sometimes

a) If you use a wheelchair or electric scooter, which device
do you use?

- ☐ Manual Wheelchair ☐ Motorized Wheelchair ☐ Electric Scooter

b) If you use a wheelchair or scooter can you transfer to a seat?

- ☐ No ☐ Yes

3. Will you be accompanied by an Attendant or Escort when
riding Dial-A-Ride? (A person who may provide assistance
during the ride or at the destination).

- ☐ No ☐ Yes

4. When you arrive at your destination does someone else need to be
there to take responsibility for you before the driver leaves?

- ☐ No ☐ Yes



PART 4. DISABILITY OR HEALTH CONDITION

5. What is your disability or health condition?

6. How does your disability or health condition limit or prevent you from using CAT fixed route buses?

7. Do you expect your need for Dial-A-Ride service will be permanent or temporary?

Permanent ☐

Temporary ☐

If temporary, how long (estimate in months)? _____

8. How far can you walk or travel (in wheelchair or scooter) on level ground by yourself?

☐ Any distance. I am not limited in my walking or traveling ability

☐ Only within my home

☐ I can walk or travel one (1) city block or less

☐ I can walk or travel _____ .

(**Write in the number of city blocks you can walk or travel**)



APPLICATION FOR
Canby Area Transit Dial-A-Ride

9. a) Can you get off and on the bus by using the steps?

☐ No ☐ Yes ☐ Sometimes ☐ Not Sure

b) Can you get to or from the bus stop nearest to your home?

☐ No ☐ Yes ☐ Sometimes ☐ Not Sure

c) Can you wait up to 15 minutes at a bus stop?

☐ No ☐ Yes ☐ Sometimes ☐ Not Sure

d) Can you get to a seat (or wheelchair / scooter position)
once you have boarded the bus?

☐ No ☐ Yes ☐ Sometimes ☐ Not Sure

PART 5. DO YOU HAVE OHP+ OR MEDICAID?

Your OHP+ or Medicaid ID# _____

Your Case Manager's Name _____ Phone# _____

PART 6. APPLICANT'S CERTIFICATION (cont'd on next page)

I certify that the information in this application is true and correct.

I understand that providing false information may result in denial of service as well as a penalty under the law. I understand all information will be kept confidential and disclosed only as needed in order to provide Dial-A-Ride services.



APPLICATION FOR
Canby Area Transit Dial-A-Ride Service

PART 6. APPLICANT'S CERTIFICATION (cont'd)

I understand that it may be necessary for me to participate in an in-person evaluation at CAT expense to determine my eligibility for Dial-A-Ride service

Applicant's Signature _____ **Date** _____

****Application MUST be signed in order to process****

If someone completed or assisted with this application please provide the following information:

Name(s) of Person(s) _____

Relationship to Applicant: _____

Phone Number(s) _____

PART 7. PROFESSIONAL CONTACT (OPTIONAL)

It may be helpful for us to contact a professional who is familiar with your disability or health condition, abilities or limitations. Please list a professional we can contact. (Examples: Physician, Case Manager, Therapist or Social Worker).

Name of Professional(s) _____

Phone Number(s) _____

(Include Area Codes for all numbers)



APPLICATION FOR Canby Area Transit Dial-A-Ride Service

PART 7. PROFESSIONAL CONTACT (OPTIONAL) (cont'd)

I authorize the professional listed to release to CAT information about my disability or health condition and its effect on my ability to use CAT services.

I understand that I may revoke this authorization at any time.

Applicant's Signature: _____ Date _____

(Signature of Applicant or Responsible Party)

PART 8. INFORMATION AND ASSISTANCE

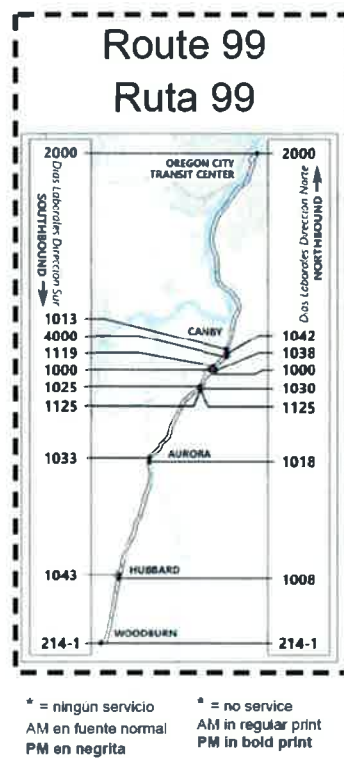
Canby Area Transit offers information and assistance to persons that Are becoming familiar with using CAT services.

YES, I would be interested in (check all that apply):

- ☐ More information about accessibility of bus
- ☐ Help with trip planning
- ☐ Finding out about travel training programs
- ☐ Other, please describe:

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Appendix E: Route 99 Schedule

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Service available Monday - Friday
¡SERVICIO LOS DÍAS LABORALES SOLAMENTE!

Bus Stops in Canby

Paradas de autobús en Canby

Map showing bus stops in Canby, Oregon, along Highway 31. The route is marked with bus stop numbers and names.

Southbound Direction:

- 1013
- 4000
- 1119
- 1000
- 1025
- 1125

Northbound Direction:

- 1042
- 1038
- 1000
- 1030
- 1125

Key locations and landmarks include:

- CANBY MARKET CENTER
- CANBY TRANSIT CENTER
- CANBY SQUARE
- Hwy 31
- Hwy 101

Directions: SOUTHBOUND (down arrow) and NORTHBOUND (up arrow).

Route 99 - Oregon City to Woodburn											
Ruta - 99 Oregon City a Woodburn											
Bus Stop ID ID de la Parada	2000	4000	1013	1119	1000	1125	1025	1033	1043	214-1	
Bus Stops in Canby											
Paradas de autobús en Canby											
Oregon City Transit Center	Canby Market Center 1401 SE 1st Ave	99E (SE 1st) & N Redwood	SE 2nd Ave	Canby Transit Center 100 NE 1st Avenue	Vietnam Era Memorial SW 4th Ave	99E & SW Berg Parkway	Aurora 99E & Liberty St NE	Hubbard 99E & D Street	Woodburn - Hwy 214 1600 Mount Hood Avenue		
5:28	*	5:42	5:43	5:55	*	5:59	6:05	6:09	6:22		
6:30	*	6:44	6:45	6:57	7:02	*					
6:55	*	7:09	7:10	7:19	7:24	*					
7:25	*	7:39	7:40	7:49	7:54	*					
8:04	*	8:18	8:19	8:31	*	8:35	8:41	8:45	8:58		
8:34	8:50	*	8:51	9:01	9:06	*					
9:04	*	9:18	9:19	9:28	*	9:33	9:38	9:45	9:55		
10:04	10:20	*	10:21	10:31	10:36	*					
10:34	*	10:48	10:49	11:01	*	11:05	11:11	11:15	11:28		
11:05	11:21	*	11:22	11:29	11:34	*					
12:34	12:50	*	12:51	1:01	1:06	*					
1:04	*	1:18	1:19	1:31	*	1:35	1:41	1:45	1:58		
3:04	3:20	*	3:21	3:31	3:36	*					
3:34	*	3:48	3:49	4:01	*	4:05	4:11	4:15	4:28		
4:15	4:31	*	4:32	4:37	4:39	*					
5:04	*	5:18	5:19	5:31	*	5:38	5:42	5:47	5:50		
5:38	*	5:52	5:53	5:58	6:03	*					
6:04	*	6:18	6:19	6:31	*	6:35	6:41	6:45	6:58		
7:04	*	7:18	7:19	7:22	7:27	*					
8:10	*	8:24	8:25	8:35	8:40	*					

Appendix F: Paratransit Dial-A-Ride Brochure

Title VI Non Discrimination Policy

Canby Area Transit (CAT) operates equal opportunity programs without regard to race, color, national origin, religion, age, marital status, equal orientation, or disability in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

Holidays

Canby Area Transit (CAT) does not operate on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

*Alternative formats available upon request.
(i.e., Braille, Large Print, Audio Cassette, Disk or other formats)*

Canby Area Transit

PO BOX 930
195 S Hazel Dell Way
Suite C
Canby, OR 97013
503.266.4022
Oregon Relay Service 800.735.2900
Email: cat@ci.canby.or.us
Website: www.canbyareatransit.org



CANBY AREA TRANSIT

Dial-A-Ride Service

\$1.00 Fare

**Fixed Route and Dial-A-Ride
"Shopper Shuttle" is Free***

* visit website (www.canbyareatransit.org) or call office
for details on Shopper Shuttle

503.266.4022

CAT is supported by
Canby Businesses



ABOUT CANBY AREA TRANSIT DIAL-A-RIDE SERVICE

Canby Area Transit Dial-A-Ride is a service provided in compliance with the 1990 Americans with Disabilities Act (ADA), providing complementary paratransit service within Canby and to and from Oregon City. The service operates the same hours as our fixed route service (6:00 am to 8:00 pm, Monday-Friday), providing for those with special needs who are unable to access fixed route service. Applications for Dial-A-Ride services are available through the CAT office located at 195 S Hazel Dell Way, Suite C, Canby OR

RESERVATIONS, CANCELLATIONS AND NO SHOWS

- ▶ Reservations may be scheduled as early as 14 days in advance, and/or up to 5:00 pm the day before the trip is needed.
- ▶ Reservations may be placed by calling the dispatcher/scheduler during office hours (Monday through Friday, 8:00am to 5:00pm) or on weekends and holidays by leaving a message on the office answering system. Please call with complete trip information (dates, times, addresses) and a phone number for trip confirmation.
- ▶ Pick-up time may be negotiated and scheduled within an hour of the requested time.
- ▶ It is best to pre-schedule return trips with a specific pick-up time. When this is not possible, the return trip is scheduled as a "call back". When you are ready for your return pick-up, please call Dispatch. At that time an estimated pick-up time will be given based on driver/vehicle availability. Although we will do our best to get to you promptly, during busy times it may take up to 60-minutes for a "call back" ride.
- ▶ To cancel a Dial-A-Ride reservation please call the office as soon as possible. A trip reservation cancelled with less than one (1) hour notice prior to pick-up time may be considered a no-show.
- ▶ When a rider is late by more than five (5) minutes past the scheduled pick-up time the trip will be considered a no-show.
- ▶ A pattern of no-shows could result in a suspension of ridership privileges. Suspended riders will be notified in writing.

PLANNING TRIPS

- ▶ Please plan trips with these points in mind:
 - CAT may arrive 10 minutes before or after the scheduled pick-up time.
 - Depending on route/passenger needs, CAT may send a bus or mini-van for your pick-up. If possible, make allowances for bus access to the pick-up and delivery addresses.
- ▶ CAT vehicles are wheelchair accessible. Drivers are trained to assist persons with disabilities in boarding and de-boarding.
- ▶ Riders may travel with one (1) Personal Care Attendant (PCA) and one (1) companion. Additional companions may ride as space allows. Reservations are required for PCAs and companions.
- ▶ Carry-on items such as groceries must be limited to what you and/or your personal care provider can carry. Packages may not block the aisle. No hazardous materials are allowed on the vehicles.
- ▶ Trips to the Portland/Metro area are made with connections through TriMet and require an approved application from TriMet LIFT services.
- ▶ All items found on vehicles will be donated to charity if not claimed within 30 days.
- ▶ Severe weather may result in a suspension of service. Please call 503.266.4022 for more information or check our website at www.canbyareatransit.org.

CUSTOMER COMMENTS APPRECIATED

Customer Comment Cards are available on all vehicles. Completed Customer Comment Cards may be given to any CAT driver or representative or mailed to:

Canby Area Transit
PO Box 930
Canby, OR 97013

503.266.4022

TTY/TDD Relay Service: 1.800.735.2900

Appendix G: General Public Dial-A-Ride Brochure

Accessibility Features

- Buses are wheelchair lift equipped.
- Priority seating is available on all buses for senior citizens and people with disabilities.
- Controlled service animals are permitted on buses (on a leash or in a pet container).
- Buses are equipped with bike racks.
- Complementary Paratransit service is provided to qualified individuals who are unable to use shuttles or fixed route buses.

Holidays

CAT does not operate on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

Title VI Non Discrimination Policy

Canby Area Transit (CAT) operates equal opportunity programs without regard to race, color, national origin, religion, age, marital status, sexual orientation, or disability in accordance with Title VI of the Civil Rights Act, ORS Chapter 650A or other applicable law.

Canby Area Transit

PO BOX 930

195 S Hazel Dell Way, Suite. C

Canby, OR 97013

503.266.4022

Oregon Relay Service 800-735-2900

email: cat@ci.canby.or.us

website: www.canbyareatransit.org

CAT is supported by Canby Area Businesses

Alternative formats available upon request.



Dial-A-Ride

services for the general public

Dial-A-Ride

Canby Area Transit offers a Dial-A-Ride service for the general public. Anyone traveling to or from destinations within the Canby Urban Growth Boundary is eligible for this service. The service operates from 8:00 am—6:00 pm Monday through Friday. Reservations are accepted between 8:00 am and 5:00 pm.

How do I register?

- Register by calling us and answering a few questions. Registration only happens one time. After that just let us know if you change your name, address, or phone number.

It's that easy! We will pick you up and take you anywhere you need to go in Canby.

Reservations

Reservations may be scheduled as early as 14 days in advance or up to 24 hours prior to the trip. Reservations for Mondays or the first day after a holiday must be made on the Friday before the date of the ride request.

Reservations may be placed by calling the dispatcher/scheduler during office hours (Monday through Friday, 8:00am to 5:00pm) or on weekends and holidays by leaving a message on the office answering system. Please call with complete trip information (dates, times, addresses), and a phone number for trip confirmation.

Pick-up time may be negotiated and scheduled within an hour of the requested time.

It is best to pre-schedule return trips with a specific pick-up time. When this is not possible, the return trip is scheduled as a "call back". When you are ready for your return pick-up, please call Dispatch. At that time an estimated pick-up time will be given based on driver/vehicle availability. Although we will do our best to get to you promptly, during busy times it may take up to 60-minutes for a "call back" ride.

To cancel a Dial-A-Ride reservation please call the office as soon as possible. A trip reservation cancelled with less than one (1) hour notice prior to pick-up time may be considered a no-show.

When a rider is late by more than five (5) minutes past the scheduled pick-up time the trip will be considered a no-show.

A pattern of no-shows could result in a suspension of ridership privileges. Suspended riders will be notified in writing.

Trip Planning

Please plan trips with these points in mind:

- CAT may arrive 10 minutes before or after the scheduled pick-up time.
- Depending on route/passenger needs, CAT may send a bus or mini-van for your pick-up. If possible, make allowances for bus access to the pick-up and delivery addresses.

CAT vehicles are wheelchair accessible. Drivers are trained to assist persons with disabilities in boarding and de-boarding.

Carry-on items such as groceries must be limited to what you can carry. Packages may not block the aisle. No hazardous materials are allowed on the vehicles.

All items found on vehicles will be donated to charity if not claimed within 30 days.

Severe weather may result in a suspension of service.

Children under the age of 5 must be accompanied by a person over the age of 16. Children aged 5-8 may travel alone if adult supervision is arranged at the pick-up and drop-off points. Children aged 9 and older may travel alone. Children under the age of 7 traveling alone pay the fare.

All General Public Dial-A-Ride reservations are made on a space available basis. So make your reservation early.

Fare: \$1 per trip

Accompanied Children 6 years old and younger ride free.

Legend

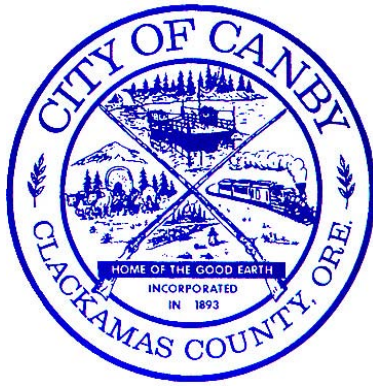
- Canby Service Area
- Arterial or Collector Roadway
- Other Major Roadway
- Railroad
- Urban Growth Boundary
- City Limit
- Park
- Stream
- School
- Transit Center
- Landmark

CITY OF CANBY

CANBY AREA TRANSIT SERVICE AREA

Map showing the Canby Area Transit Service Area, including the city of Canby, surrounding roads, and transit routes. The map includes a legend, a scale bar, and a north arrow.

[illegible]



City of Canby

City Attorney

MEMORANDUM

DATE: DECEMBER 15, 2015
TO: CANBY CITY COUNCIL
FROM: JOSEPH A. LINDSAY, CANBY CITY ATTORNEY
RE: RESOLUTION NO. 1230, DECLARING CITY VEHICLE AS SURPLUS PROPERTY AND INDICATING INTENT AND METHOD FOR DISPOSAL OF SUCH PROPERTY, AND RESOLUTION 1231 AMENDING THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE FRIENDS OF THE CANBY ADULT CENTER, INC.

Issue: Whether or not the van that has been used by the Adult Center for years, but has been City-owned, can be declared surplus and gifted to the Adult Center.

Summary: The Adult Center has been allowed to use a City-owned vehicle (a van) for years. Until recently, the City was still having to keep insurance on this vehicle due to the liability of ownership. If we declare the vehicle as surplus to the City, then we can gift it to the Adult Center. Once they own the van, they will agree to maintain the insurance on it, saving the City some money. The director of Canby Adult Center agrees with this approach and subsequent amendment to the agreement.

Attachments: *Exhibit A* - Amended Interagency Agreement that removes the obligation of the City to provide insurance for the Adult Center vehicles.

Recommendation: Pass resolutions 1230 and 1231

Motion: ***"I move to adopt Resolution No. 1230: A RESOLUTION DECLARING CITY VEHICLE AS SURPLUS PROPERTY AND INDICATING INTENT AND METHOD FOR DISPOSAL OF SUCH PROPERTY."***

"I move to adopt Resolution No. 1231: A RESOLUTION AMENDING THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE FRIENDS OF THE CANBY ADULT CENTER, INC."

RESOLUTION 1230

A RESOLUTION DECLARING A CITY VEHICLE AS SURPLUS PROPERTY AND INDICATING INTENT AND METHOD FOR DISPOSAL OF SUCH PROPERTY

WHEREAS, the City of Canby has the below listed vehicle which is no longer needed or used by the City; and

WHEREAS, the City of Canby wishes to declare this vehicle as surplus property, so that it may be gifted to the Canby Adult Center, Inc.

NOW THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Canby hereby declares the vehicle listed below as surplus property and authorizes the City Administrator to arrange for the gifting of said vehicle to the Canby Adult Center, Inc.

SURPLUS ITEM:

1. 2003 Chevrolet Venture Passenger Van (\$2,463.00)

This resolution shall take effect on January 6, 2016.

ADOPTED this 6th day of January 2016 by the Canby City Council.

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

RESOLUTION 1231

A RESOLUTION AMENDING THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY AND THE FRIENDS OF THE CANBY ADULT CENTER, INC.

WHEREAS, the City of Canby has an Interagency Agreement with the Friends of the Canby Adult Center, Inc.; and

WHEREAS, the City of Canby wishes to gift over the last City-owned vehicle used by the Adult Center, nullifying the need for the City to provide insurance to any Adult Center vehicles; and

WHEREAS, the current Director of the Canby Adult Center has agreed to relieve the City of Canby of its obligation to provide insurance to any Adult Center vehicles.

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

1. The City of Canby hereby authorizes the Mayor and City Administrator to agree to amend the current Interagency Agreement with the Friends of the Canby Adult Center, Inc. by removing the following sections:

Section 1, A. Service Agency Shall:

x. Reimburse the CITY for fuel used by the Adult Center vehicles.

Section 1, B. City shall:

v. Provide insurance for the Adult Center vehicles.

2. A copy of the revised Interagency Agreement is attached hereto as Exhibit "A".

This resolution shall take effect on January 6, 2016.

ADOPTED this 6th day of January 2016 by the Canby City Council

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

**INTERAGENCY AGREEMENT BETWEEN THE CITY OF CANBY
AND THE FRIENDS OF THE CANBY ADULT CENTER, INC.**

This agreement is entered into between the CITY OF CANBY, hereinafter referred to as "CITY", a municipal corporation, and The Friends of the Canby Adult Center, Inc., an Oregon non-profit corporation, hereinafter called "SERVICE AGENCY". This agreement is made and entered into between these parties on the date of the latest of the signatures hereto.

The purpose of this Agreement is to enable the SERVICE AGENCY to implement the contracts between the CITY and Clackamas County Area Agency on Aging (CCAAA), and to utilize the Canby Adult Center building (the "Adult Center") built with federal funds for the purpose of serving senior citizens and qualifying disabled persons and to provide services for CITY and area citizens as described below:

1. SCOPE OF SERVICES:

A. SERVICE AGENCY SHALL:

- i. Provide services for senior citizens and qualifying disabled persons including but not limited to meals, transportation, outreach, health screening, information and referral, and recreation, utilizing the Adult Center and the equipment located at the Adult Center within the equipment and building use policies established by the CITY.
- ii. Provide such furnishings, equipment and decorations for the Adult Center as may be necessary to the conduct of its services. All such property, whether provided by or given to the SERVICE AGENCY, shall be and remain the property of the SERVICE AGENCY. SERVICE AGENCY shall not install new equipment requiring structural, electrical, plumbing or other building changes in the Adult Center without the approval of the CITY.
- iii. Maintain and repair all furnishings and office equipment in the Adult Center including, but not limited to, office equipment, kitchen equipment (dishwasher, stoves, steamers, etc.).
- iv. Provide janitorial services for the operation of the Adult Center, including the replacement of interior lamps/bulbs, and keep kitchen and dining areas clean, in such a way as to meet the standards of the State of Oregon and the Clackamas County Community Health Division.
- v. Operate the Adult Center in such a way as to keep it open during reasonable business hours to seniors and disabled persons, but no less than the minimum hours required by the CCAAA. The SERVICE AGENCY shall schedule all uses of the Adult Center. Services for senior citizens and qualifying disabled persons shall have first priority; official meetings of the CITY shall have second priority;

and all other uses shall have third priority.

- vi. Provide all personnel for operating the Adult Center and be responsible for supervising Adult Center staff.
- vii. Pay all utility bills, including the phone bill.
- viii. Obtain all licenses and permits which may be required in the administration of its services.
- ix. Contract for and provide bookkeeping and auditing services for the Adult Center.
- ~~x. Reimburse the CITY for fuel used by the Adult Center vehicles.~~
- xi. Obtain any and all legal services needed beyond those needed to review contracts which directly involve the services provided by the CITY for the Adult Center.
- xii. Work with CITY staff to plan for current and future maintenance for the Adult Center. The Center Director shall keep the CITY informed of needed maintenance and arrange for service calls or repairs that cost less than \$250.00. The bills for such service calls shall be conveyed to the CITY's Director of Public Works for approval and payment. The SERVICE AGENCY and its staff are in the best position to assess day to day maintenance needs. Each year the parties shall work together to compile the maintenance budget request for the CITY budget process. See CITY portion of this section for a description of the CITY's obligations regarding the Adult Center.
- xiii. Reimburse the CITY at the rate of \$500.00 per month as reasonable rent for the use of the Adult Center, with the first payment due on July 15, 2010 and a similar payment to be made on or before the fifteenth day of each month thereafter throughout the term of this agreement. The parties acknowledge that the rent payable under this Agreement has been established to reflect the savings of below market rent resulting from the City's and Service Agency's respective exemption from taxation. CITY may increase the rental amount by providing notice to Service Agency on or before April 1st of the existing year to allow the Service Agency to budget for any increase required. CITY agrees that the rental rate will only increase, if at all, when the Canby School District increases the rent to the CITY for the real property that the CITY leases from the Canby School District.

B. CITY SHALL:

- i. Provide fire, theft, and all-risk insurance in an amount not less than the appraised value of the Adult Center and contents.
- ii. Provide garbage service.

- iii. Provide legal services to review contracts which directly involve the services that the CITY provides for the Adult Center.
- iv. Provide for the upkeep of the building and grounds, including the repair of sidewalks, driveways, service areas, curbs and parking areas; maintenance of lawn and any other landscape features; making any structural repairs to the building itself; maintenance functions such as exterior and interior painting, woodwork repair, maintenance of heating ventilation and air conditioning systems, wiring, plumbing, hot water heater, replacement of exterior lighting, and for the labor and installation of overhead lamps in the multipurpose room are the responsibility of the CITY. Requests for CITY maintenance shall be made through the Director of Public Works. The CITY shall work together with SERVICE AGENCY staff to compile maintenance needs for the CITY budget process.
- ~~v. Provide insurance for the Adult Center vehicles.~~

II. INDEMNITY: The SERVICE AGENCY (the "Indemnitor") shall indemnify, save, and hold harmless the CITY, and its officers, agents and employees (collectively the "Indemnitee"), from any and all claims for losses, injuries, damages and liabilities incurred by the Indemnitee occasioned wholly or in part by the acts or omissions of the Indemnitor and/or its agents, officers, and employees in the course of the Indemnitor's use of, maintenance, or activities in connection with the Adult Center or otherwise in the performance of the Indemnitor's obligations under this Agreement.

III. INSURANCE: The SERVICE AGENCY shall maintain a commercial general liability insurance policy naming the CITY as an additional insured in an amount of one million dollars (\$1,000,000), combined single limit including bodily injury and property damage. Such insurance provided by the SERVICE AGENCY, and naming the CITY as an additional insured, is for coverage during SERVICE AGENCY activities, occasioned wholly or in part by the acts or omissions of the SERVICE AGENCY, its officers, agents, participants and employees while using the CITY facilities or otherwise performing its activities in agreement with the CITY. CITY will maintain a commercial general liability policy to cover accidents and injuries to persons or property at the SERVICE AGENCY Center caused by the negligent acts of City, its agents, officers and/or employees.

IV. BREACH OF CONTRACT: In the event of any breach of any of the terms or provisions of this AGREEMENT, each party shall have, in addition to any other recourse, the right to immediately terminate this AGREEMENT. If the SERVICE AGENCY breaches this agreement, the CITY shall also have the right to enter and obtain possession of the CITY owned facilities being utilized by the SERVICE AGENCY under this agreement.

V. INSPECTION BY CITY: The CITY shall have the right to make inspections of the Adult Center at any reasonable time after giving prior notice to ensure compliance with this AGREEMENT.

VI. SPECIAL EVENTS ALCOHOL POLICY: The SERVICE AGENCY and the CITY may hold special events for fund raising and other purposes, which events include rentals of the Adult Center by the SERVICE AGENCY and alcoholic beverages may be served at such events, subject to the following rules for each party:

- A. A Temporary Sales Liquor License must be obtained through the OLCC which must be approved by the City Administrator and the Canby Police Chief. Neither the City Administrator nor Police Chief will unreasonably withhold approval.
- B. All alcohol must be served by an OLCC permitted service provider.
- C. Events are limited to no more than five events within a calendar month, unless specially approved by the City Administrator.
- D. Liquor liability insurance coverage must be obtained with limits of no less than \$500,000 per occurrence and \$1,000,000 aggregate naming both the other party and Canby School District as additional named insured.

VII. SAVINGS: Should any provision of this AGREEMENT be found to be in conflict with any federal law, state statute, or final decision of any court of competent jurisdiction, said provision shall be modified to comply with said law or decision, but all other provisions of this AGREEMENT shall remain in full force and effect.

VIII. AMENDMENT BY MUTUAL AGREEMENT: The parties hereto may, upon mutual agreement, amend the terms and conditions herein.

IX. TERMINATION: Either party may terminate this agreement by giving the other party not less than one hundred twenty (120) days prior written notices of its intention to terminate. Except with respect to property of the SERVICE AGENCY, as provided in Section I.A.ii above, the SERVICE AGENCY agrees that it will deliver the Adult Center including any attached fixtures or improvements to the CITY at the termination of this AGREEMENT in as good a condition and state of repair as when received, except for ordinary wear and tear or loss or damage caused by an act of GOD or natural disaster.

X. SUCCESSORS: This Agreement shall be binding upon any assignee or successor-in-interest to the CITY, including the Canby School District.

IN TESTIMONY of which, this AGREEMENT has been executed on behalf of the CITY by its Mayor and attested by its City Administrator and has been executed by or on behalf of the above.

SERVICE AGENCY:

CITY OF CANBY:

Mark Adams, Chair

Brian Hodson, Mayor

Dave May, Vice Chair

Richard Robinson, City Administrator

Date: _____

Date: _____

ORDINANCE NO. 1431

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ROTSCHY, INC. FOR THE WASTEWATER TREATMENT FACILITY BIOSOLIDS LOADOUT BUILDING PROJECT, TRANSFERRING BUDGET APPROPRIATIONS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the Wastewater Treatment Facility Biosolids Loadout Building Improvements; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on October 30; and

WHEREAS, eight bids were received and opened on November 24, 2015 at 2:00 PM in the City Hall Conference Room and the following bids were read aloud:

1	Rotschy, Inc	\$885,462.83
2	Clackamas Construction	\$886,880.30
3	2KG Contractors	\$901,195.00
4	Boede Construction	\$998,900.00
5	Wildish Building Co.	\$1,026,700.00
6	Pacific Excavation	\$1,043,120.00
7	McClure & Sons	\$1,099,700.00
8	James Fowler Co.	\$1,175,580.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, December 2, 2015, 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 Rotschy, Inc.

WHEREAS, based on the bids evaluated herein the project is now expected to exceed the estimated budget of \$875,000 by \$200,000; and

WHEREAS, to maintain compliance with local budget law the City would like to transfer \$200,000 of appropriations to the Sewer Combined Fund collections capital outlay category in order to have sufficient budget authority to fund the entire project including the contract recommended for approval herein; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Rotschy, Inc., for the Wastewater Treatment Facility Biosolids Loadout Improvement Project, for the bid amount of \$885,462.83. A copy of a contract with Rotschy, Inc., is attached hereto and marked as Exhibit "A" and by this reference 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 thereof on Wednesday, December 2, 2015 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 6, 2016, commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2nd Avenue, 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 6th day of January 2016, by the following vote:

YEAS_____

NAYS_____

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of _____ in the year _____ by and between the:

CITY OF CANBY
(Hereinafter called OWNER) and

Rotschy, 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 WASTEWATER TREATMENT FACILITY BIOSOLIDS LOADOUT BUILDING IMPROVEMENTS

The scope of work consists of supplying and installing a 75 foot by 100 foot pre-engineered steel building with associated concrete foundation and site work, two exhaust fan systems with associated ducting and one custom conveyor system.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who are 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 150 calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 30 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 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 Two Hundred Fifty Dollars (\$250.00) 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

Eight Hundred Eighty Five Thousand, Four Hundred Sixty Two and 83/100 Dollars

(\$885,462.83) 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 Specifications bearing the following general title:

**CITY OF CANBY
WASTEWATER TREATMENT FACILITY
BIOSOLIDS LOADOUT BUILDING IMPROVEMENTS**

8.9 Addenda number(s) _____.

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 _____.

OWNER:

CITY OF CANBY .
182 N Holly Street
P.O. Box 930
Canby, OR 97013

CONTRACTOR:

Rotschy, Inc.
9210 NE 62nd Ave
Vancouver, WA 98665

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

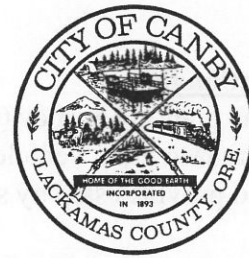
Attest: _____

Address for giving notices:

City of Canby Biosolids Loadout Building Improvements Bid Date: 11/24/15 @ 2:00 PM											
BID TABULATION			1	2	3	4	5	6	7	8	
Basic Bid Items:			Units	Rotschy, Inc. Unit / Total	Clackamas Construction Unit / Total	2KG Contractors Unit / Total	Boede Construction Unit / Total	Wildish Building Co. Unit / Total	Pacific Excavation Unit / Total	McClure & Sons Unit / Total	James W. Fowler Co. Unit / Total
B.1	Furnish all equipment, material and labor required to complet all work on the City of Canby Wastewater Treatment Facility Biosolids Loadout Building Improvements, excepting the access roadway base rock and paving.	1	LS	\$ 826,663.33 \$ 826,663.33	\$ 825,388.00 \$ 825,388.00	\$ 845,000.00 \$ 845,000.00	\$ 930,530.00 \$ 930,530.00	\$ 955,510.00 \$ 955,510.00	\$ 987,000.00 \$ 987,000.00	\$ 1,025,000.00 \$ 1,025,000.00	\$ 1,100,000.00 \$ 1,100,000.00
B.2	12" of 1" minus crushed rock base, compacted in-place.	1560	SY	\$ 13.55 \$ 21,138.00	\$ 14.38 \$ 22,432.80	\$ 12.00 \$ 18,720.00	\$ 18.25 \$ 28,470.00	\$ 16.50 \$ 25,740.00	\$ 12.00 \$ 18,720.00	\$ 20.00 \$ 31,200.00	\$ 18.00 \$ 28,080.00
B.3	HMAC 4" of 1/2" dense mix AC, in-place.	350	Tons	\$ 91.28 \$ 31,948.00	\$ 88.67 \$ 31,034.50	\$ 88.50 \$ 30,975.00	\$ 80.00 \$ 28,000.00	\$ 87.00 \$ 30,450.00	\$ 84.00 \$ 29,400.00	\$ 90.00 \$ 31,500.00	\$ 90.00 \$ 31,500.00
B.4	3" of 1" minus over 6" pit run rock access road, compacted in-place	500	SY	\$ 7.46 \$ 3,730.00	\$ 13.95 \$ 6,775.00	\$ 10.00 \$ 5,000.00	\$ 21.00 \$ 10,500.00	\$ 19.00 \$ 9,500.00	\$ 12.00 \$ 6,000.00	\$ 20.00 \$ 10,000.00	\$ 22.00 \$ 11,000.00
B.5	2" of 1" minus crushed rock surfacing to be placed on the existing road ONLY as directed by the Owner.	50	CY	\$ 39.67 \$ 1,983.50	\$ 25.00 \$ 1,250.00	\$ 30.00 \$ 1,500.00	\$ 28.00 \$ 1,400.00	\$ 11.00 \$ 5,500.00	\$ 40.00 \$ 2,000.00	\$ 40.00 \$ 2,000.00	\$ 100.00 \$ 5,000.00
				\$ 885,462.83	\$ 886,880.30	\$ 901,195.00	\$ 998,900.00	\$ 1,026,700.00	\$ 1,043,120.00	\$ 1,099,700.00	\$ 1,175,580.00
TOTAL BASIC BID				\$ 885,462.83	\$ 886,880.30	\$ 901,195.00	\$ 998,900.00	\$ 1,026,700.00	\$ 1,043,120.00	\$ 1,099,700.00	\$ 1,175,580.00
Red denotes variation from written bid, after calculation											

Red denotes variation from written bid, after calculation

MEMORANDUM



TO: *Honorable Mayor Hodson and City Council*
FROM: *Julie Wehling, Transit Director*
DATE: *December 21, 2015*
THROUGH: *Rick Robinson*

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 #1, #6 & #16 in the CAT fleet which have exceeded their useful life.

Two of these buses have already been sent to auction (bus# 1 & 16). Bus 6 is still in service as one of three back-up buses. Once the new vehicles arrive the Fleet Department will help us evaluate the back-up bus situation and we will retain the best of the three retired back-up buses and send two of them to auction.

The purchase of these three new vehicles will allow us to take a big step toward standardizing the vehicles in the fleet and improve 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 we purchased our first two low-floor buses and we have been very pleased with them. 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 two (2) 20 passenger, 26' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred thirty-two thousand, seven hundred seventy-three dollars (\$132,773) each.

One Purchase Order for one (1) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-one thousand, seven hundred fifty-one dollars (\$131,751) 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:

October 28, 2015 a Request for Quote (RFQ) distributed to appropriate vendors

November 20, 2015 vendor quotes submitted to CAT

November 23 - 30, 2015 quotes compared, evaluated and vendor selection made

December 3, 2015 comparison and selection sent to ODOT Rail and Public Transit Division

December 10, 2015 approved (20 passenger for \$132,773 each from Creative Bus Sales)

December 14, 2015 approved (16 passenger for \$131,751 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 FY 2015-16 Transit Budget. Canby Area Transit (CAT) has received three grants to cover nearly all of the costs of these vehicles. We have a federal grant for \$244,207 from Bus and Bus Facilities Program (5339) to purchase 2 vehicles and a federal grant for \$117,546 from the Elderly and Disabled Specialized Transit Program (5310) to purchase one vehicle. In addition we have a grant for \$49,980 from the Special Transportation Fund to pay for a large portion of the matching funds requirement.

The 5339 grant has a 17 percent match requirement and the 5310 grant has a 10.27 percent match requirement. The \$49,980 grant in state funds and the revenue from the sale of the retired buses will be used to pay for the match.

Based on the quotes from Creative Bus Sales and other costs we estimate that the full cost of the 20 passenger vehicles will be approximately \$133,173 each and the total cost of the 16 passenger vehicle will be \$132,747. The total cost estimate for all three vehicles is \$399,093.

Motion:

"I move to approve 1432, 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 January 20, 2016.

Attachments:

Ordinance 1432 and Exhibits A & B.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

Haley J 12/15/15

ORDINANCE NO. 1432

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 (2) 20 passenger, 26' Arboc Spirit of Mobility accessible transit vehicles; and one (1) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle; and

WHEREAS, based on Federal Transit Administration useful life standards bus #20001 (VIN 1FDXE45F82HA18024), bus # 20006 (VIN 1FDXE45F12HA18026) and bus # 20016 (VIN 4UZABOBV47CX85019) have exceeded these standards; and

WHEREAS, the Federal programs (49 U.S.C. 5310 and 49 U.S.C. 5339) provide capital assistance for the purpose of supporting public transportation; and

WHEREAS, CAT received grant contract no. 30407 from ODOT – Rail and Public Transit Division for \$244,207 in (49 U.S.C. 5339) funds to provide 83% of the funding to purchase two (2) replacement vehicles; and

WHEREAS, CAT received grant contract no. 14-0820 from TriMet for \$49,980 in ODOT Special Transportation Funds (STF) to provide the 17% matching funds to purchase two (2) replacement vehicles; and

WHEREAS, CAT received grant contract no. 30728 from ODOT – Rail and Public Transit Division for \$117,546 in (49 U.S.C. 5310) funds to provide 89.73% of the funding to purchase one (1) replacement vehicle; and

WHEREAS, the grant and matching funds for the proposed purchase of vehicles are included in the approved fiscal year 2015/16 budget 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 October 28, 2015; and

WHEREAS, all Oregon Cooperative Purchasing Program vendors offering appropriate vehicles responded by November 20, 2015. Two vendors provided quotes for both 20 passenger and 16 passenger vehicles, one vendor declined to provide a quote; 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 Canby, Oregon was selected for both the 20 passenger and 16 passenger vehicles; and

WHEREAS, Creative Bus Sales of Canby, Oregon has supplied a quote under Price Agreement 4757 for two (2) Arboc Spirit of Mobility/Chevrolet accessible 20 passenger vehicles with 3 wheelchair stations in the amount of \$132,773 each, including scheduled options, attached hereto as Exhibit "A"; and

WHEREAS, Creative Bus Sales of Canby, Oregon has supplied a quote under Price Agreement 4757 for one (1) Arboc Spirit of Mobility/Chevrolet accessible 16 passenger vehicle with 4 wheelchair stations in the amount of \$131,751 each, including scheduled options, attached hereto as Exhibit "B"; 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 two (2) 20 passenger, 26' Arboc Spirit of Mobility accessible transit vehicles for the quoted amount of one hundred thirty-two thousand, seven hundred seventy-three dollars (\$132,773) each; and

- One Purchase Order for one (1) 16 passenger, 23' Arboc Spirit of Mobility accessible transit vehicle for the quoted amount of one hundred thirty-one thousand, seven hundred fifty-one dollars (\$131,751) each.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, January 6, 2016 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, January 20, 2016 commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2nd Avenue in 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 20th day of January 2016 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

REQUEST FOR QUOTE (RFQ)

- ☐ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: November 20, 2015
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT)
Contact Person: Julie Wehling
Email Address: wehlingj@ci.canby.or.us
Agency Address: PO Box 930, Canby, OR 97013

Date: October 28, 2015
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 TWO (2) 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 **November 20, 2015 at 5pm. Email submission is preferred.** Please email to 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
503.266.0751



Creative Bus Sales

VENDOR (Business Name):**Vendor Contact Person:** Kimberly Stanchfield**Phone:** 844-993-5989**Email Address:** 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:** 26' **Fuel Type:** Gas **Chev 6.0L 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:****Base Vehicle Price:** \$115,392

Description of Required Specifications	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	\$	26' GVWR 14,200
8 cylinder gas engine 6.0L or larger	Yes	\$	
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	\$	
2 Heavy duty 12V 700 CCA batteries	Yes	\$	
Auxiliary Battery compartment w/tray and door	Yes	\$	
Heavy duty disc brakes with 4 wheel antilock	Yes	\$	
True low-floor with no steps or incline	Yes	\$	

Description of Required Specifications	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"	Yes	\$	
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	\$	
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	\$	
4 double foldaway seats (mid high with arm rests) or equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)	No	\$1070	
6 double fixed seats (mid high with arm rests) or equivalent 20 seat (3 wheelchair station) arrangement (see floor plan)	Yes	\$	
Wheelchair securement storage on the bottom of foldaway seats	Yes	\$	
3 Wheelchair stations with Q-Straint or equivalent wheelchair securements	No	\$525	2 are standard
No AM FM Radio	No	\$-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	\$3525	Twinvision
Standee Line with yellow sign	Yes	\$	
Overhead parcel rack one side only	No	\$450	Please advise which side to locate rack
Pull cord stop request system	No	\$825	Includes drop cords in w/c area
Interior convex mirror approximately 6x9	Yes	\$	
Rear window Fresnel Lens	No	\$40	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Rear and side Egress window (s) with lights	Yes	\$	
2 bike rack mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$601	No rack – mounting brackets only
Prewired for digital 2-way radio	Yes	\$	
Digital Clock in driver area	No	\$75	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$990	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes	\$	
Driver stanchion with modesty panel	Yes	\$	
Description of Preferred Options	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	\$1016	
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	Yes	\$	With power base
Exterior graphics prepared & installed (details provided upon request)	No	\$1435	
Interior graphics prepared & installed (details provided upon request)	No	\$ 150	
Apollo (or equivalent) security camera system with 4 cameras purchased & installed	No	\$3568	Apollo provided
Kenwood (or equivalent) digital 2-way radio system purchased & installed	No	\$996	
Sportworks 2 bike rack or equivalent purchased & installed	No	\$551	RACK ONLY – no mounting brackets. Bracket listed above.
Rack or display case for advertising and notices inside the bus	No	\$350	
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	\$250	
Q' Straint Walker holder or equivalent	No	\$170	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Altro Transflor Flooring or equivalent	Yes	\$	Poly Urea spray in flooring
6 studded snow tires on white wheels	No	\$1763	
Total of 5 keys per bus	No	\$250	

Credit for standard state items not listed:

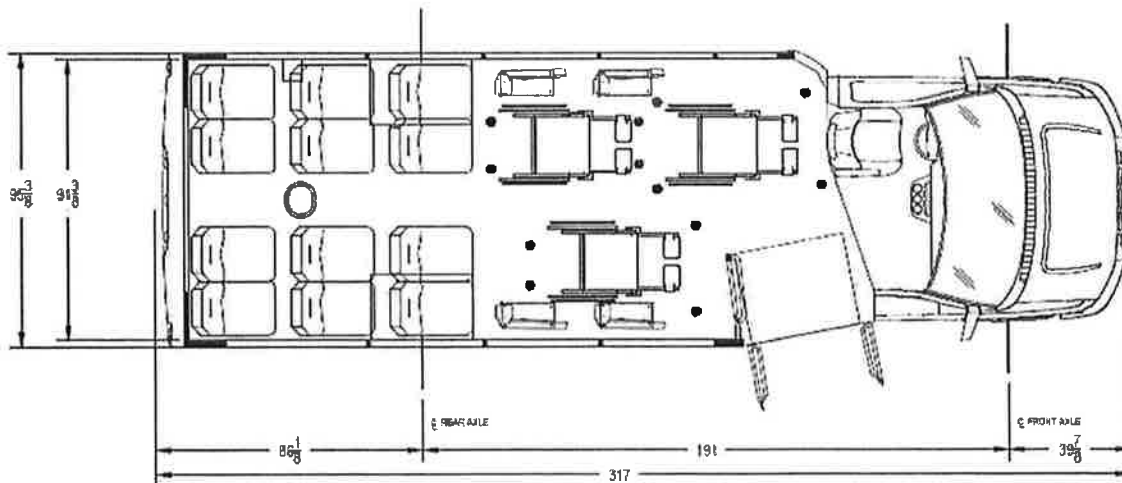
- Ramp activation/ warning buzzer - \$150
- Spare tire and wheel - \$325
- Rear door - \$625
- Stainless steel battery tray - \$100
- Locking fuel cap - \$150

Total per Vehicle Price Quote: \$133,771

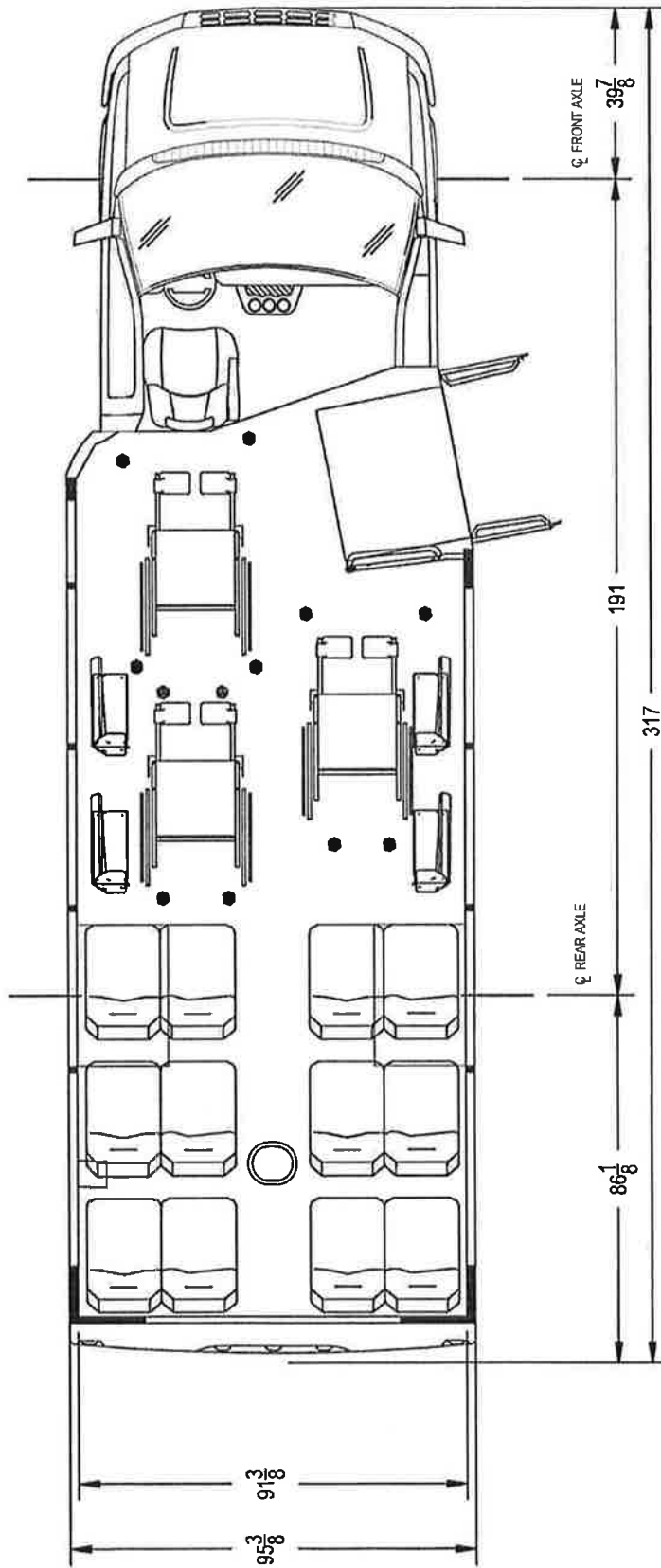
Vendor's Signature:

Kimberly Stanchfield
Kimberly Stanchfield, Sales Manager

Date Sent: 11/19/2015



CREATIVE BUS SALES
CANBY TRANSIT



REV	DATE	BY	DESCRIPTION
1			
2			
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ARBOC Specialty Vehicles				ARBOC SPECIALTY VEHICLES CANBY TRANSIT (ANY RIGHTS IN THE MATERIAL DISCLOSED HEREON, NEITHER THIS DRAWING NOR ANY REPRODUCTION THEREOF MAY BE USED TO MANUFACTURE ANYTHING WITHOUT THE WRITTEN PERMISSION OF ARBOC SPECIALTY VEHICLES TO THE USER SPECIFICALLY REFERRING TO THE DRAWINGS INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.			
NAME: FLOOR PLAN, CREATIVE BUS SALES (DPS-3WC-191WE G-SOM)				TO DIMENSIONS: FLOOR PLAN DIMS: 1/8" FRACTIONAL DIMS: 1/16" PLACE DECIMAL DIMS: 0.01" PLACE DECIMAL DIMS: 0.03"			
DRAWN BY:		DATE: 10/22/05		DRAWING NUMBER:		REVISION: 1	
KIM YOCER		10/22/05		1		1 OF 1	

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.

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REVISED BY THE ATTORNEY GENERAL 9/94

DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05

REQUEST FOR QUOTE (RFQ)

- ☐ Initial Request for Quote (from Requesting Agency to Vendors)
Due Date: November 20, 2015
- ☒ Response to RFQ (from Responding Vendor back to Requesting Agency)
- ☒ Grant Funded Purchase

REQUESTING AGENCY INFORMATION

Agency: City of Canby – Canby Area Transit (CAT)
Contact Person: Julie Wehling
Email Address: wehlingj@ci.canby.or.us
Agency Address: PO Box 930, Canby, OR 97013

Date: October 28, 2015
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 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 **November 20, 2015 at 5pm. Email submission is preferred.** Please email to 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
503.266.0751

VENDOR (Business Name): Creative Bus Sales

Vendor Contact Person: Kimberly Stanchfield

Phone: 844-993-5989

Email Address: 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: __Gas__ 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 Required Specifications	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' 14,200 GVWR
8 cylinder gas engine 6.0L or larger	Yes	\$	
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	\$	
2 Heavy duty 12V 700 CCA batteries	Yes	\$	
Auxiliary Battery compartment w/tray and door	Yes	\$	
Heavy duty disc brakes with 4 wheel antilock	Yes	\$	
True low-floor with no steps or incline	Yes	\$	
Air suspension front and rear with kneeling feature.	Yes	\$	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Back-up alarm	Yes	\$	
Daytime running lights	Yes	\$	
Exhaust routed to drivers side	Yes	\$	
Driver side running board – 12"	Yes	\$	
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	\$	
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	\$	
7 double foldaway seats (mid high with arm rests) or equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)	No	\$ 1201	
2 single fixed seats (mid high with arm rests) or equivalent 16 seat (4 wheelchair station) arrangement (see floor plan)	No	\$ 200	
Wheelchair securement storage on the bottom of foldaway seats	No	\$	
4 Wheelchair stations with Q-Straint or equivalent wheelchair securements	No	\$ 910	2 are standard Q-Straint Slide-N-Click provided
No AM FM Radio	No	\$ -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	\$3525	Twin Vision Mobilite provided
Standee Line with yellow sign	Yes	\$	
Overhead parcel rack one side only	No	\$ 450	Please advise which side to locate rack
Pull cord stop request system	No	\$825	Includes vertical pull cords in wheelchair positions
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	\$	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
2 bike rack mounting brackets installed for Sportwork bike rack or approved equivalent	No	\$601	Mounting brackets only – no bike rack provided
Prewired for digital 2-way radio	Yes	\$	
Digital Clock in driver area	No	\$75	
Diamond NV Fare box w/ 1 vault installed and keyed for CAT buses	No	\$990	
Grab rails on entry doors, parallel to entrance, and on ceiling	Yes	\$	
Driver stanchion with modesty panel	Yes	\$	
Description of Preferred Options	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	\$813	
Driver seat high back Chevy Sport Seat with recliner, armrest, and lumbar support or equivalent	Yes	\$	With Power base provided
Exterior graphics prepared & installed (details provided upon request)	No	\$1435	
Interior graphics prepared & installed (details provided upon request)	No	\$150	
Apollo (or equivalent) security camera system with 4 cameras purchased & installed	No	\$3568	Apollo 4 Camera system with GPS provided
Kenwood (or equivalent) digital 2-way radio system purchased & installed	No	\$996	Kenwood NX-820HGK UHF digital mobile with antenna and installation
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	\$350	
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	\$250	
Q' Straint Walker holder or equivalent	No	\$170	
PA System with hand held microphone and speakers	No	\$250	
Outside speaker	No	\$135	

Description of Required Specifications	Included in Base Price YES / NO	Additional Cost	Vendor notes or Suggestions
Altro Transflor Flooring or equivalent	Yes	\$	Poly Urea spray in flooring
6 studded snow tires on white wheels	No	\$1763	From Les Schwab in Canby
Total of 5 keys per bus	No	\$250	3 extra sets of ignition, battery box and overhead compartment

Credit for standard state items not listed:

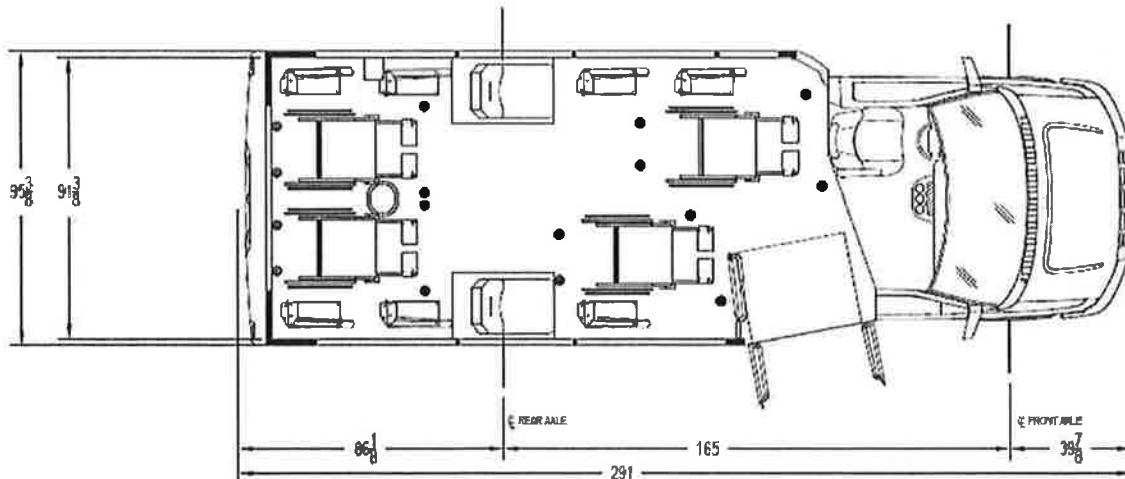
- Ramp activation/ warning buzzer - \$150
- Spare tire and wheel - \$325
- Rear door - \$625
- Stainless steel battery tray - \$100
- Locking fuel cap - \$150

Total per Vehicle Price Quote: \$132,747

Vendor's Signature:

Kimberly Stanchfield
Kimberly Stanchfield, Sales Manager

Date Sent: 11/19/2015

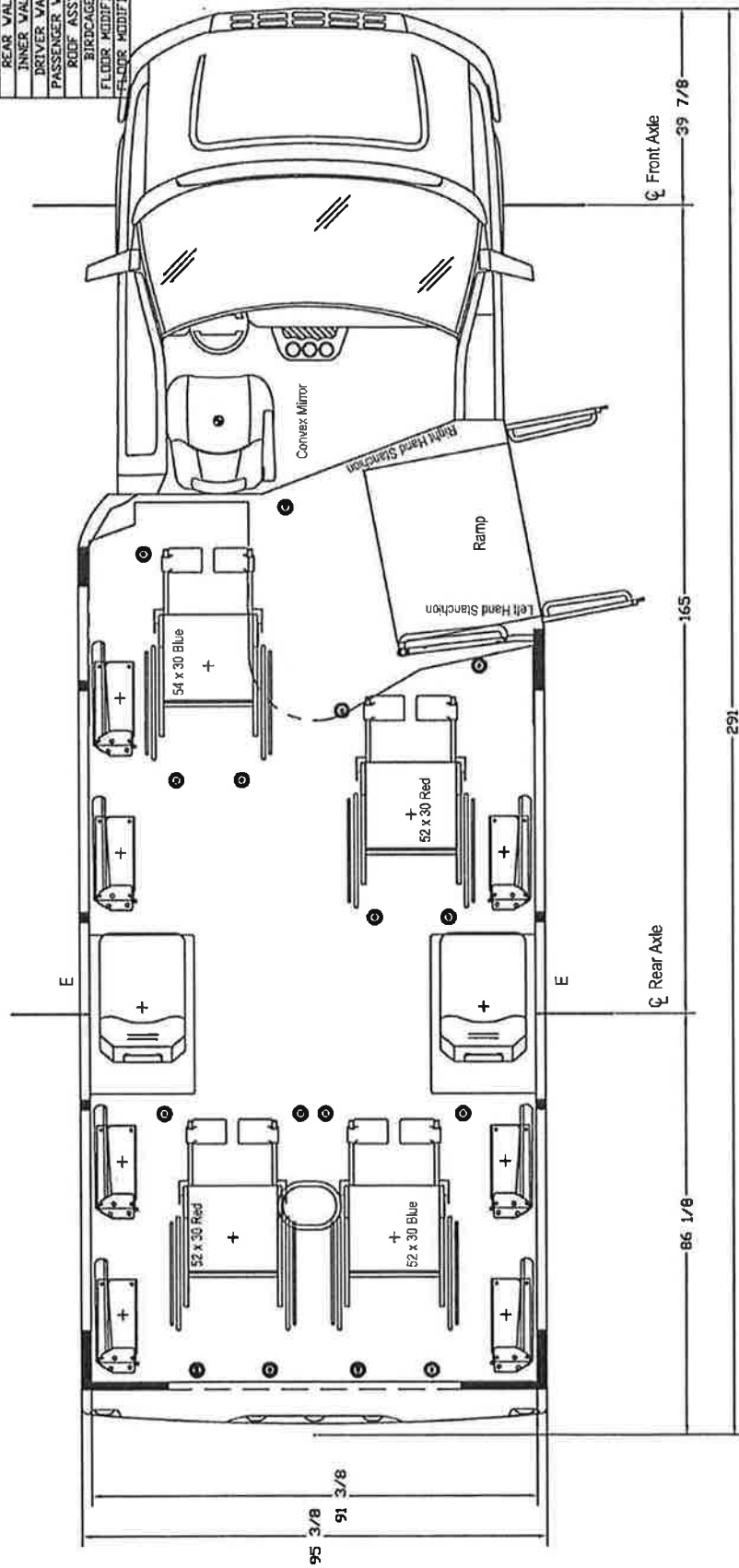


Creative Bus Sales Canby Area Transit SOM 165" WHEEL BASE Gas 16PS-4WC-165G-SOM23

Note:
1. WINDOW.
2. E- EGRESS WINDOW LOCATION.

ARBOC SPECIALTY VEHICLES - CANBY AREA TRANSIT			
REV	DATE	BY	REMARKS
1	02/19/2015	FS	16PS-4WC-165G-SOM23

VOID FLOOR
FRONT FLOOR "A"
FRONT FLOOR "B"
MID FLOOR
REAR FLOOR
FLOOR MODIFL
REAR WALL
INNER WALL
DRIVER WALL
PASSENGER WALL
ROOF ASSY.
BIRDCAVE
FLOOR MODIFL "1"
FLOOR MODIFL "2"



ARBOC Specialty Vehicles			
NAME: Floor Plan, Creative Bus Sales Canby Area Transit 16PS-4WC-165G-SOM23		SHEET: 1 OF 2	
DRAWN BY: FS		REVISION: -	
DATE: 02/19/2015		DRAWING NUMBER: 16PS-4WC-165G-SOM23	

ARBOC SPECIALTY VEHICLES CLAIMS PROVIDE TART RIGHTS IN THE MATERIAL DISCLOSED HEREIN. NEITHER THIS DRAWING NOR ANY REPRODUCTION THEREOF MAY BE USED TO MANUFACTURE ANYTHING WITHOUT THE WRITTEN PERMISSION OF ARBOC SPECIALTY VEHICLES. INFORMATION CONTAINED HEREIN MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.

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.

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DOCUMENT TITLE CHANGED AND ORS 279 REFERENCES UPDATED BY DAS FORMS COMMITTEE 04/05

Management Team Meeting Notes
December 14, 2015
2:00 PM
City Hall Conference Room

In attendance: Rick Robinson, Amanda Zeiber, Kim Scheafer, Bryan Brown, Mark Gunter, Irene Green, Eric Laitinen, Bret Smith, Haley Fish, and Joseph Lindsay.

Haley Fish

- Auditors report should be issued by the end of the month
- Fee schedule update will be on the January 20 CC Agenda

Mark Gunter

- Staff is working on pre-planning for bad weather conditions

Irene Green

- New cash management system is going well
- Meeting with Mayor and Councilor Heidt on reading initiative
- Gave update on RFID project
- Received a \$3,000 Latino Americans grant

Bryan Brown

- Clackamas County Building Codes sent money last week for September – November permits
- Reviewed recent applications and inquiries

Bret Smith

- Gave an update on personnel changes

Amanda Zeiber

- New reporting requirements at beginning of year due to the Affordable Care Act
- New employment application will be posted on the website
- Donation brochure for the new library/civic building is complete
- Pouring of concrete at the new library/civic building has been delayed due to rain

Eric Laitinen

- Animal Meet will be held on December 19
- Masters Animal Meet will be held on December 20
- Special swim times will be held during December
- Had the largest one day lap swim attendance this month

Kim Scheafer

- Items for January 6 CC Packet need to be turned in by December 18
- Working with Main Street Manager on vendor fee resolution for the Canby Independence Day Celebration and the Canby's Big Weekend Street Dance

Notes taken by Kim Scheafer