



Dallas City Council Agenda

Kenneth L. Woods, Jr., Presiding

Monday, October 7, 2024

7:00 PM

Dallas City Hall, 187 SE Court St. Dallas, OR 97338

All persons addressing the Council will please use the table at the front of the Council. All testimony is electronically streamed and recorded via the City of Dallas YouTube Channel:

<https://www.dallasor.gov/community/page/dallasyoutube>

AGENDA ITEM	RECOMMENDED ACTION
1. ROLL CALL, PLEDGE OF ALLEGIANCE	
2. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS	
<p>3. PUBLIC COMMENT (SEE PAGE 3 FOR MORE INFORMATION)</p> <p><i>This time is provided for citizens to comment on municipal issues and any agenda items other than public hearings.</i></p> <p style="text-align: center;"><u>To submit public comment by live telephone, please call:</u> +1 253 215 8782 MEETING ID: 213 855 0622</p> <p style="text-align: center;">*We encourage you to be logged into the public comment queue by 7:00pm*</p>	
<p>4. CONSENT AGENDA</p> <p><i>The following items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which case the item will be removed from the Consent Agenda and considered separately.</i></p> <p style="text-align: center;">a) Approve the September 16, 2024 Work Session Meeting Minutes p.4 b) Approve the September 16, 2024 City Council Meeting Minutes p.5</p>	MOTION
5. ITEMS REMOVED FROM CONSENT AGENDA	
6. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS	
<p>7. REPORTS FROM CITY MANAGER AND STAFF</p> <p style="text-align: center;">a) Transfer Stations p.7 b) Procurement of a 2025 International Dump Truck p.8</p>	n/a MOTION

COUNCIL

Mayor

Kenneth L Woods, Jr.

Council President

Michael Schilling

Councilor

Nancy Adams

Councilor

Carlos Barrientos

Councilor

Larry Briggs

Councilor

Kirsten Collins

Councilor

Kim Fitzgerald

Councilor

Micah Jantz

Councilor

David Shein

Councilor

Debbie Virden

CITY STAFF

City Manager

Brian Latta

Asst. City Manager

Emily Gagner

City Attorney

Lane Shetterly

Police Chief

Tom Simpson

Fire & EMS Chief

April Wallace

Economic & Community

Development Director

Charlie Mitchell

Public Works Director

Gary Marks

Library Director

Mark Johnson

Finance Director

Cecilia Ward

City Recorder

Kim Herring

Our Mission: We are a welcoming, safe and livable community dedicated to people and business.



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8. FIRST READING OF ORDINANCES

- a) Ordinance No. 1898 - amending Dallas City Code Sections 6.500, 6.505, 6.525 and 6.532 and adding new provisions relating to non-compliant vehicles p.81
- b) Ordinance No. 1899 - changing the zoning designation of a parcel of real property owned by Polk Community Development Corporation from Residential Low Density to Residential High Density p.91

9. RESOLUTIONS

- a) Resolution No. 3536 in Support of Continued Collaborative Efforts to Improve the Safety of the Highway 22 and Highway 51 Intersection p.96
- b) Resolution No. 3537 Approving and Authorizing the City Manager to execute two permanent easements in favor of the State of Oregon, Department of Transportation p.99

ROLL CALL
VOTE

ROLL CALL
VOTE

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10. OTHER BUSINESS

11. ADJOURNMENT



Guide for Remote Meeting Access

Watch a Dallas City Council Meeting or Planning Commission Meeting Live on Youtube

Visit: www.dallasor.gov/community/page/dallasyoutube

Submit public testimony at a Dallas City Council Meeting or Planning Commission Meeting by Phone

We encourage you to be logged into the public comment queue by 7:00PM to ensure your comments will be received

Step 1: Dial: **+1 (253) 215-8782**

Step 2: Enter Meeting ID: **213 855 0622**

Step 3: Press **#**. This will set your participant ID as your telephone number.

Helpful Tips:

- Make sure to call in before the meeting start time
- You will be asked to speak during the public comment portion of the meeting (See page 1 of the meeting agenda). You will be called upon by phone number once the public comment period begins. All testimony will be electronically recorded.
- Do not use your speakerphone when calling to submit public comments as it may affect call quality.
- Turn off the volume on YouTube if you choose to watch the video live on YouTube while simultaneously commenting via telephone, otherwise you may experience audio feedback.
- Press ***6** to unmute yourself when asked by the recording secretary or presiding officer.



**MEETING MINUTES
DALLAS CITY COUNCIL WORK SESSION
187 SE COURT ST, DALLAS OR 97338**

Monday, September 16, 2024

1 Mayor Kenneth L. Woods, Jr. called the City Council Work Session to order on Monday, Sep-
2 tember 16, 2024 at 6:00 pm.

3 **ROLL CALL**

4 **Councilors Present:** Council President Michael Schilling, Councilor Nancy Adams, Councilor
5 Carlos Barrientos, Councilor Larry Briggs, Councilor Kirsten Collins (joined at 6:05 pm), Coun-
6 cilor Kim Fitzgerald, Councilor David Shein, and Councilor Debbie Virden

7 **Mayor or Councilors Excused:** Councilor Micah Jantz

8 **Also Present:** Mayor Kenneth L. Woods, Jr., City Manager Brian Latta, Assistant City Manager
9 Emily Gagner, City Attorney Lane Shetterly, Fire & EMS Chief April Wallace, Deputy Police
10 Chief Jerry Mott, Public Works Director Gary Marks and City Recorder Kim Herring

11 **ReHub Transfer Station Presentation**

12 Austin McGuigan, Polk County Planning Director, and Nicholas Dahl, Apple Tree Holdings,
13 LLC, gave a presentation of a proposed transfer station in Polk County. The County is exploring
14 a franchise agreement with a company to site a transfer station in the county. Rickreall seems to
15 be a logical place to site a transfer station as 80% of the trash generated in the county is within
16 10 miles of Rickreall. This would reduce the distance that the haulers would travel to reach a
17 transfer station. The identified piece of property, formerly the Rickreall Dairy, is out of a flood
18 zone and has adequate access to two major highways. The Coffin Butte landfill has just under 13
19 years left before it is at capacity and will be closed. At that point another disposal site will be
20 needed which most likely will be in Eastern Oregon. A transfer station would allow the local
21 haulers to deliver the trash, yard debris and recycling to the central location where it would be
22 sorted and consolidated to larger trucks for delivery.

23 **OTHER BUSINESS**

24 **ADJOURNMENT:** 6:56 pm



**MEETING MINUTES
DALLAS CITY COUNCIL
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2 16, 2024 at 7:00 pm.

3 **ROLL CALL**

4 **Councilors Present:** Council President Michael Schilling, Councilor Nancy Adams, Councilor
5 Carlos Barrientos, Councilor Larry Briggs, Councilor Kirsten Collins, Councilor Kim Fitzgerald,
6 Councilor David Shein, and Councilor Debbie Virden

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8 **Also Present:** Mayor Kenneth L. Woods, Jr., City Manager Brian Latta, Assistant City Manager
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11 **PUBLIC HEARINGS**

12 **a) Application for Zone Change of 498 SE Hankel Street**

13 Mayor Woods opened the public hearing at 7:03 pm. Mr. Latta invited Chase Ballew,
14 City Planner, to come forward to present the staff report. The applicant, Rita Grady &
15 Kimberly Lyle, Polk Community Development Corporation came forward and presented
16 their report. The public was invited to provide testimony regarding the application. There
17 were no public comments. Mayor Woods closed the public hearing at 7:13 pm. Councilor
18 Briggs made a motion to adopt the recommendation of the Planning Commission to ap-
19 prove the zone change, and direct the City Attorney to prepare an Ordinance amending
20 the zoning map to reflect this action. Councilor Shein seconded the motion. The vote was
21 taken and the motion passed with a vote of 8-0.

22 **PUBLIC COMMENT**

23 Ann Hurd, Friends of the Dallas Aquatic Center, gave an update of their fundraising efforts. The
24 trust account has a zero balance and they have set a fundraising goal of \$15,000, which will help
25 fund the replacement of the sand filters at the Aquatic Center.

26 Mandy Strauss, and Joey, came forward to ask who was responsible for having ADA accessible
27 sidewalks near the high school. City Manager Latta referred her to Public Works Director Marks
28 who would meet with her right away.

29 Robert Greenway provided comment on the flag ordinance and repair of a rain garden.

30 Nancy Cruckshank provided comment on providing services to those that are experiencing
31 homelessness.

32 Carol Christ provided comment on the HB3115 agenda item.

33 **CONSENT AGENDA**

- 34 a) Approval of the September 3, 2024 Work Session Minutes
35 b) Approval of the September 3, 2024 City Council Meeting Minutes
36 c) August 2024 Financial Report

37 Councilor Briggs asked that Item 4.c. be removed. Councilor Shein made a motion to approve
38 items a & b of the consent agenda. Councilor Schilling seconded the motion. The vote was taken
39 and the motion passed with a vote of 8-0.

40 **ITEMS REMOVED FROM CONSENT AGENDA**

41 Item C of the Consent Agenda was reviewed by the council. Councilor Shein made a motion to
42 approve Item C of the Consent Agenda. Councilor Briggs seconded the motion. The vote was
43 taken and the motion passed with a vote of 8-0.

1 **REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS**

2 Councilor Shein brought to the Council’s attention that City Manager Latta celebrated his five-
3 year anniversary with the city on September 9th.

4 Mayor Woods presented the front page of the September 11th edition of the Itemizer-Observer
5 which highlighted an accident at the intersection of Highways 22 and 51. He is the Chair of the
6 Mid-Willamette Valley Area Commission on Transportation and he will present this newspaper
7 to the Commission at their next meeting.

8 Councilor Briggs read the section of the Council Procedures that set the time for public testimo-
9 ny.

10 **REPORTS FROM CITY MANAGER AND STAFF**

11 Mr. Latta presented a draft letter to the Oregon Legislature regarding HB3115. It was requested
12 that the word “handcuff” be taken out of paragraph three. Councilor Shein made a motion to ap-
13 prove the letter as amended. Councilor Fitzgerald seconded the motion. The vote was taken and
14 the motion passed with a vote of 8-0.

15 Mr. Latta also wanted to address the ADA Accessibility at the high school in response to the
16 public comment. Accessibility at the high school is a joint effort between the City and the School
17 District. Mr. Marks commented that this project is already on the construction schedule for 2025.

18 **ADJOURNMENT: 7:59 pm**

19 **Read and approved this _____ day of _____ 2024.**

20

21 _____

22 **Mayor**


23

24 _____

25 **City Manager**



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 7.a
TOPIC: Transfer Station Presentation
PREPARED BY:  Brian Latta, City Manager
ATTACHMENTS: None

RECOMMENDED ACTION:

None. This is an information sharing and gathering item only. The City Council is encouraged to ask questions and seek better understanding of what a transfer station is and how they operate.

BACKGROUND:

The City Council recently held a work session and invited Polk County and Apple Tree Investments to talk about a potential project to construct a transfer station in Polk County. City staff have invited Lane County’s Waste Reduction Program Manager Angie Marzano to present to the City Council and ask questions related to transfer stations and their operations. Ms. Marzano will be in attendance virtually by zoom.

What is a transfer station?

A waste transfer station is an industrial facility where municipal solid waste is temporarily held and sorted before heading to a landfill or material recovery facility (MRF). Items processed at the transfer stations can be repackaged into larger containers and shipped to their final disposal locations such as a landfill, incinerator, hazardous waste facility or recycling center.

SUMMARY TIMELINE:

September 16, 2024 – City Council held a work session with Polk County and Apple Tree Investments
October 7, 2024 – City Council will discuss transfer stations with Lane County representative

FISCAL IMPACT:

None, presentation only.


RECOMMENDED MOTION:

None

We are a welcoming, safe and livable community dedicated to people and business



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 7.b
TOPIC: Procurement of a 2025 International Dump Truck
PREPARED BY: Gary Marks, Public Works Director
Tom Gilson, Special Projects Manager
APPROVED BY:  City Manager
ATTACHMENTS: Exhibit A – Procurement paperwork

RECOMMENDED ACTION:

Approve a procurement a 2025 International with dump body and plow package.

BACKGROUND:

Pursuant to City Code 2.362(4), the City Council must approve any city contract for the procurement of goods or services subject to ORS279B that exceeds \$150,000 prior to award of the contract by the city manager.

The Adopted 2024/25 City Budget CIP includes the purchase of a 5-yard dump truck with snow plow package. The budgeted amount for this purchase was estimated to be \$150,000. After consulting different manufacturers, the International from Peterson Truck was chosen and the City will use Peterson’s state pricing agreement contract to complete the purchase.

The quoted price for the dump truck is \$180,335.08. Public Works staff have evaluated the available funds in the CIP budget and decided to transfer the money for the proposed forklift purchase to the dump truck. The forklift procurement will be proposed in the 25/26 CIP.

SUMMARY TIMELINE:

October 7, 2024 - Council action

FISCAL IMPACT:

\$150,000 is budgeted in the FY2024-25 Budget for the dump truck. \$35,000 will be reallocated from the \$42,000 for the forklift procurement to make a total of \$185,000 for the procurement and on-boarding of the dump truck.

RECOMMENDED MOTION:

I move to approve the procurement of a 2025 International Dump Truck from Peterson Trucks, Inc. in the amount of \$180,335.08.

ATTACHMENTS:

Exhibit A – Procurement paperwork (Bid, OregonBuys Price Agreement, Buy Decision form, Budget Reallocation Memo)

BUY DECISION FORM

Oregon Administrative Rules require that public agencies keep a written record of the source and amount of the quotes received. This form serves as that record. This form must be filled out and accompany the purchase order when requesting a signature for approval.

Use of this form is REQUIRED for purchases over \$10,000.

In making a decision to purchase a good or service, the purchaser must consider making a purchase through the following priority:

- A. Surplus Property
- B. Qualified Rehabilitation Facilities (Oregon Forward Program)
- C. Inmate Labor
- D. Statewide Department Price Agreements - **Contract No:**
- E. Intergovernmental Agreements (ORS 190)
- F. Open Market (see Purchasing Policy)

Department:

Date:

Item(s) to be Purchased:

Budget Number(s):

Employee Name:

Employee Signature:

****Please provide vendor information on the next page****

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BUY DECISION FORM

Quote Documentation:

If three quotes are not available, a lesser number may suffice provided that a written record is made of the effort to obtain quotes.

Vendor 1

Vendor Name: Peterson Trucks, Inc	Salesperson/Contact Name: Barney Newman
Phone Number: 503-285-9300	Vendor's Address: 61 NE Columbia Blvd, Portland OR 97211-1413
Price Quoted: \$180,335.08	Additional Comments: PA#1641 - Truck chassis currently available.

Vendor 2

Vendor Name:	Salesperson/Contact Name:
Phone Number:	Vendor's Address:
Price Quoted:	Additional Comments:

Vendor 3

Vendor Name:	Salesperson/Contact Name:
Phone Number:	Vendor's Address:
Price Quoted:	Additional Comments:


Buy Decision Additional Comments:

Authorizing Signature:

Department Head:

Gary B. Marks

Department Head Signature:



Date:

9/23/2024



MEMORANDUM

DATE: September 18, 2024

TO: BRIAN LATTA, CITY MANAGER

CC: EMILY GAGNER, ASSISTANT CITY MANAGER

FROM: TOM GILSON, SPECIAL PROJECTS MANAGER

GARY MARKS, PUBLIC WORKS DIRECTOR

RE: DUMP TRUCK PURCHASE

The CIP for Fleet Management lists the procurement of a 5-Yard Dump Truck w/ plow mount with a budgeted price of \$150,000. This purchase is funded through 5 public works funds (Water, Sewer, Streets, Stormwater, and Parks) equally (\$30,000 each). The quoted price for this procurement came in at \$180,335.08. To make up the difference, we propose to re-allocate the funds proposed for a forklift purchase to make up this offset. The forklift is budgeted for \$42,000 from the same public works funds plus fleet services (\$7,000 each). By using \$37,000 from the 5 public works funds to support the dump truck purchase, the City now has \$185,000 for purchasing and on-boarding the dump truck. We would then propose to move the purchase of the forklift to the 25/26 CIP.

Additionally, we have learned that purchases of larger diesel vehicle will become more difficult and more expensive in the near future. Therefore we believe it is in the best interest of the City to make the dump truck purchase as soon as possible.

We are seeking your approval of this plan. Please let us know if you have questions. Thank you.

Approval Signature: _____ Date: _____
Brian Latta

Prepared For:
CITY OF DALLAS
KENT MCKNIGHT

DALLAS, OR 97333-
(503)991 - 0861
Reference ID: SL648702

Presented By:
PETERSON TRUCKS, INC
Barney Newman
61 NE COLUMBIA BLVD.
PORTLAND OR 97211 - 1413
(503)285-9300

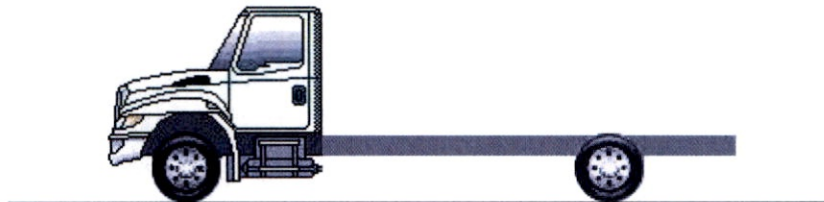
Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Note: Due to unprecedented pandemic related component shortages commodity prices are constantly fluctuating and our quotation includes any surcharges we have on record currently but we reserve the right to adjust pricing to include future potential surcharges -if implemented- by manufacturer .

PURCHASING USING OUR STATE OF OREGON PURCHASE AGREEMENT #1641

PAYMENT NET DUE 30 DAYS AFTER DELIVERY

FINAL PRICE WITH BODY "INCLUDED" : \$ 180,335.08



Model Profile
2025 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Flat Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 60000 Calc. Start / Grade Ability: 44.55% / 3.96% @ 55 MPH
DIMENSION:	Wheelbase: 209.00, CA: 141.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends Gear Ratio: 6.17
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position

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TIRE, REAR:
SUSPENSION, REAR, SINGLE:
PAINT:

(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
Cab schematic 100WP
Location 1: 9219, Winter White (Std)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 209.00 Wheelbase, 141.90 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black
1MEJ	FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
	<u>Notes</u> : In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EDN	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic

<u>Code</u>	<u>Description</u>
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XEZ	AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, Parallel to Rails
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8540	HORN, ELECTRIC (2) Trumpet Style

<u>Code</u>	<u>Description</u>
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RNC	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, Two Antennas and Antenna Bases with Wiring on Both Side Mirrors
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt, Gear Reduced, with Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9HCY	GRILLE Molded in Black, with Chrome Surround
9WBN	FENDER EXTENSIONS Painted
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes

<u>Code</u>	<u>Description</u>
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12VCE	AIR CLEANER Single Element, Fire Retardant Media
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCA	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

<u>Code</u>	<u>Description</u>
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14AKW	AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends . Gear Ratio: 6.17
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
15LNG	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16ABV	LOOK DOWN MIRROR MTG EFFECTS Omit Mirror from 16SNW
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HGN	GAUGE, AIR APPLICATION
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JJD	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16STP	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6" x 14" Flat Glass, Includes 6" x 6" Convex Mirrors, for 102" Load Width
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab

<u>Code</u>	<u>Description</u>
	<p><u>Includes</u></p> <p>: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger</p> <p>: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted</p> <p>: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side</p>
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
16VUY	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 and 4x4 Axle Configurations, Does Not Include Lift Axles or Spare Wheels
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16XJP	INSTRUMENT PANEL Wing Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
	<p>Cab schematic 100WP</p> <p>Location 1: 9219, Winter White (Std)</p> <p>Chassis schematic N/A</p>
	Services Section:
40129	<p>WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A</p> <p>SHORTEN WHEELBASE</p> <p>ENOVEN BODY, PLOW, INSTALLED PER QUOTE # 64406</p>

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(US DOLLAR)

Description

Price

Net Sales Price: \$180,335.08

Memo Item(s):

Total Federal Excise Tax \$0.00

Note: Memo item(s) shown here are included in the above Net Sales Price.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

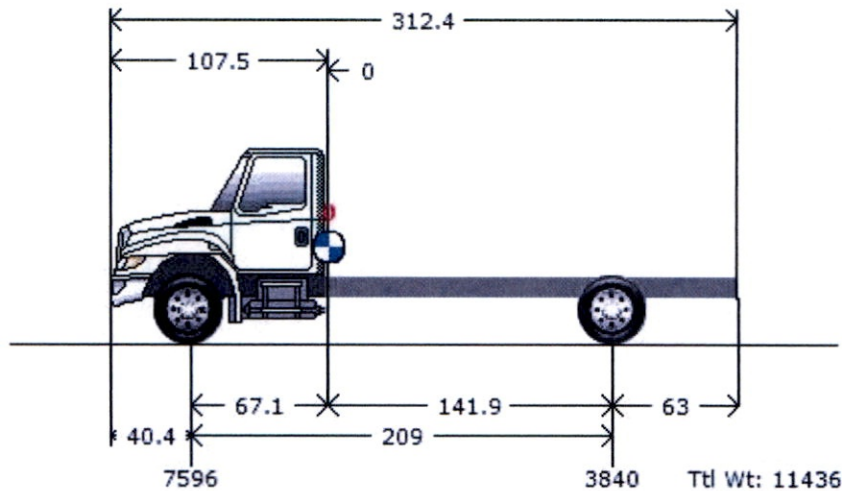
This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

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Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights		
Bumper to Axle	(BA)	40.4	Body Length	(BL)	N/A	Tractor Front Axle:		7,596
Wheelbase	(WB)	209.00				Tractor Rear Axle:		3,840
Axle to Frame	(AF)	63.00						
Axle to Back Cab	(ABC)	67.1						
Cab to Axle	(CA)	141.9						
Usable CA		141.9						
CA Reduction Adjustment		0.00						
Fuel-Diesel(Gals)		0						
DEF(Gals)		0						

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Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	7,596
Total Rear Axle:	3,840
Total Weight:	11,436

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<u>Chassis Weight</u>			
Chassis Weight:	7,596	3,840	11,436
Fuel:	0	0	0
DEF:	0	0	0
(Curb Weight):	7,596	3,840	11,436

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	7,596	3,840	11,436

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	12,000	21,000
Tire(tire capacity)	12,350	24,700
Suspension(suspension capacity)	12,000	23,500
Spring:	0	
Fed Bridge Law (axle spread):	20,000	20,000
Wheel Combination	Load	Limit
1 - 2	11,436	47,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 33,000 - Gross Vehicle Weight(GVW) 11,436 = 21,564 Reserves

Weight Summary

* Distributed weights are within capacity limits

(0012EYX)

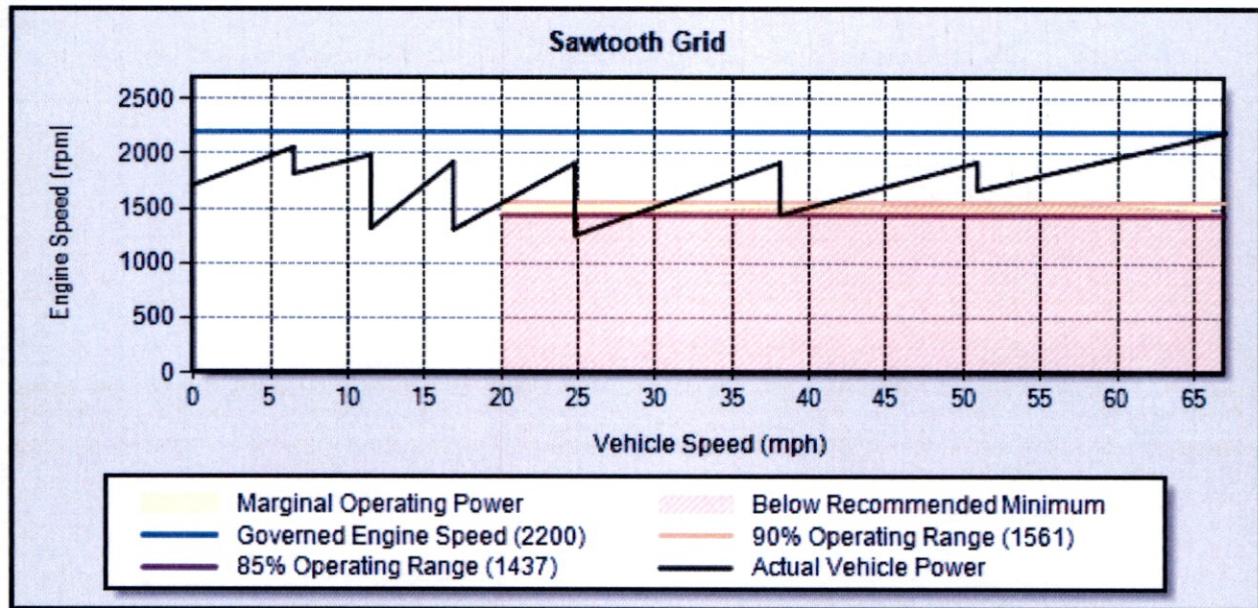
ATTACHMENTS: 0060ABE 0012VXT 0012THT 0007WZX 0007SDP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	67	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0.0	MPH
Max Engine Speed No Veh Speed Sensr	2184	RPM
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	67	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM

Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
DPF Active Regen in PTO Mode	Y	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	74	MPH
Trip Information Vehicle Ovrsped2	76	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	4.59	0.0	1716	6.5	2060	N/A	53	41	@
2C	2.26	6.5	1817	11.5	1991	N/A	53	41	
2L	2.26	11.5	1318	16.9	1930	N/A	53	41	
3L	1.53	16.9	1307	24.8	1919	N/A	53	41	
4L	1.00	24.8	1254	38.1	1925	N/A	53	41	
5L	0.75	38.1	1444	50.9	1928	N/A	53	41	
6L	0.65	50.9	1671	67.0	2200	N/A	53	41	

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	69.3	2274	*****	0.00	
HI GEAR SPEED @ RATED RPM	6L	67.0	2200	*****	1.97	
55.0 MPH STEADY-STATE	6L	55.0	1805	*****	3.96	
TYPICAL OPERATING SPEED	6L	60.0	1969	*****	3.15	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN " ----" , VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : ***** GALS/HR @ 700.0 RPM
TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	*****	*****	*****	
AVERAGE MPH	19.1	40.0	54.6	
MISSION MINUTES	29.56	51.74	173.28	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
1C	4.59	0.0	1716	0.00	44.55	@ STALL
		4.0	1875	147.10	44.55	@ 70% EFF
		5.4	1966	195.82	44.55	@ 80% EFF
		6.5	2060	235.84	44.55	@
2C	2.26	6.5	1817	180.58	32.60	
		11.5	1991	243.54	23.89	
2L	2.26	11.5	1318	226.82	22.11	
		16.9	1930	295.89	19.44	
3L	1.53	16.9	1307	225.15	14.48	
		24.8	1919	296.09	12.71	
4L	1.00	24.8	1254	215.89	8.98	
		38.1	1925	294.75	7.51	
5L	0.75	38.1	1444	244.93	6.01	
		50.9	1928	289.85	4.69	
6L	0.65	50.9	1671	278.28	4.43	
		67.0	2200	269.85	1.97	RATED RPM
		68.1	2236	220.15	1.00	
		68.7	2256	193.43	0.50	
		69.3	2275	166.22	0.00	LEVEL ROAD

STARTING / TOP GEAR PERFORMANCE

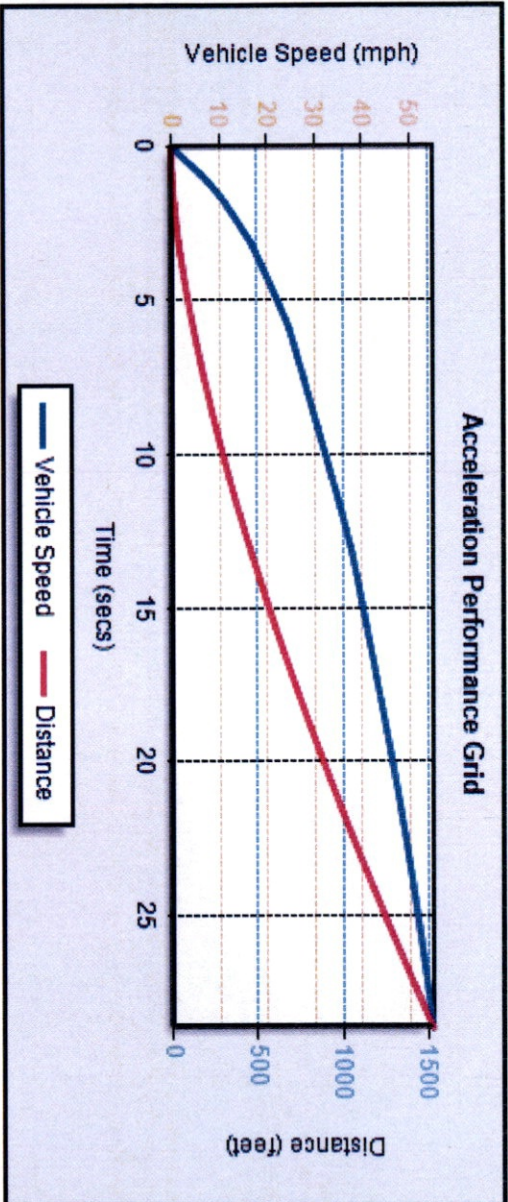
Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes
1C	4.59	0.0		0.00	44.55	@ STALL
		5.4		195.82	44.55	@ 80% EFF - Calculated Start Ability

@ - WHEELSLIP CAN OCCUR AT THE GRADE SHOWN. THE VEHICLE IS CAPABLE OF INCREASED GRADEABILITY IF MORE WEIGHT IS PLACED ON THE DRIVE AXLES.

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: TIME TO ACCELERATE ON A GRADE TO 55.0 (MPH) IS 28.63 (SECS)

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.14	0.1	1.0	
	0.29	0.4	2.0	
	0.44	1.0	3.0	
	0.58	1.7	4.0	
	0.72	2.6	5.0	
	0.86	3.8	6.0	
	0.93	4.4	6.5	
	1.10	6.1	7.5	
	1.27	8.1	8.5	
	1.45	10.5	9.5	
2C	1.65	13.4	10.5	
	1.85	16.7	11.5	
	1.87	16.9	11.5	
	2.10	21.1	12.5	
	2.33	25.5	13.5	
	2.57	30.4	14.5	
	2.81	35.6	15.5	
	3.06	41.5	16.5	
	3.15	43.9	16.9	
	3.49	52.5	17.9	
3L	3.83	61.7	18.9	
	4.17	71.4	19.9	
	4.51	81.5	20.9	
	4.85	92.3	21.9	
	5.20	103.6	22.9	
	5.56	115.9	23.9	
	5.90	128.3	24.8	
	6.43	148.1	25.8	
	6.97	168.7	26.8	
	7.50	190.1	27.8	
4L	8.04	212.4	28.8	
	8.58	235.5	29.8	

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
	9.12	259.6	30.8	
	9.66	284.5	31.8	
	10.20	310.3	32.8	
	10.75	336.9	33.8	
	11.30	364.8	34.8	
	11.87	394.3	35.8	
	12.46	425.8	36.8	
	13.08	459.5	37.8	
5L	13.26	469.7	38.1	
	14.05	514.3	39.1	
	14.84	560.3	40.1	
	15.64	607.8	41.1	
	16.44	656.8	42.1	
	17.25	707.4	43.1	
	18.06	759.4	44.1	
	18.88	813.1	45.1	
	19.71	868.6	46.1	
	20.56	926.9	47.1	
	21.45	988.8	48.1	
	22.37	1054.4	49.1	
	23.33	1124.1	50.1	
6L	24.11	1182.4	50.9	
	25.18	1263.0	51.9	
	26.26	1346.2	52.9	
	27.38	1433.4	53.9	
	28.54	1525.9	54.9	
	28.63	1533.6	55.0	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	6.17
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	GENERAL ON HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT2):	96
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	2.20
Vehicle Width (IN):	96
Vehicle Height (IN):	144
Weight on Drive Axle (LBF):	21000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL NORMAL
TIRE, REAR	4 - RADIAL NORMAL

Components

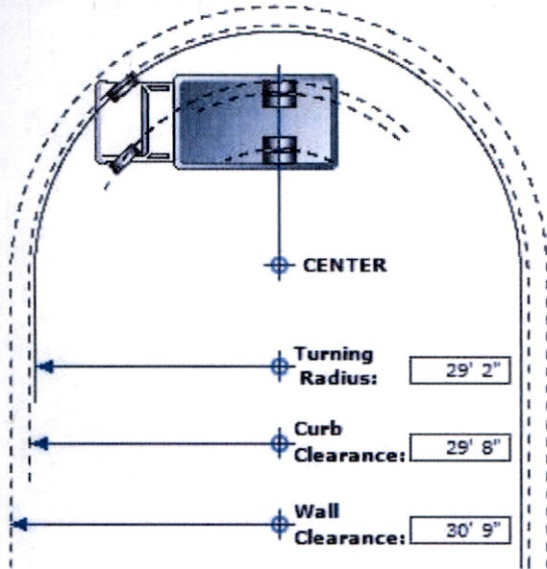
0001ANA	AXLE CONFIGURATION {Navistar} 4x2
0002ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PSA	STEERING GEAR {Sheppard M100} Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014AKW	AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07372135439	TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
07372135444	TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY

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DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: MV
 Model: MV607
 Description: MV607 SBA
 Model Year: 2025

Calculation Factors

Wheelbase: 209
 Front Axle: 0002ASC
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
 Front Wheel: 0027DUK
 Description: WHEELS, FRONT, {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
 Front Tire: 07372135439
 Description: TIRES, 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
 Steering Gear: 0005PSA
 Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius Statistics

General Information

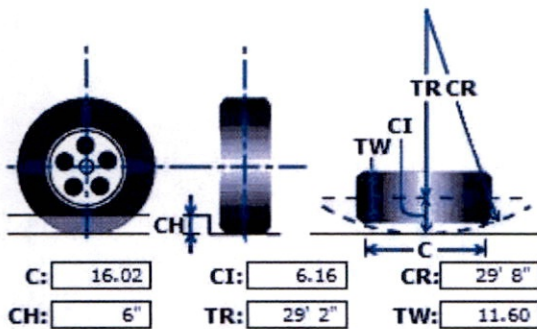
Inside Turn Angle: 50 Degrees
 Radial Overhang: 19

Axle Information

KingPin Inclination: 6.25 Degrees
 KingPin Center: 69

Turning Radius - Curb View

C - Curb Contact Length: 16.02
 CI - Curb Clearance Increment: 6.16
 CR - Curb Clearance Radius: 29'8"
 CH - Curb Height: 6"
 TR - Turning Radius: 29'2"
 TW - Tire Width: 11.60



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

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Enoven Truck Body + Equipment

Quote #: 64406

5125 Caterpillar Rd
Redding, CA 96003
530-605-4198

Date:
still

Date: 7/17/2024
CustID: 32662

Thank you for the opportunity to quote your business, please call if you have any questions.

Peterson Trucks - Portland
61 NE Columbia Blvd
Portland, OR 97211

Peterson Trucks - Portland
61 NE Columbia Blvd
Portland, OR 97211

Attn: Barney Newman

jbnewman@petersontrucks.com

Qty>=	Description	Unit Price	Ext Price
1	Dump Body: 10', Beau-Roc DCS, 10-3036HL	\$38,979.00	\$38,979.00
	REF: CITY OF DALLAS, OR		
	(REQUIRES 96" C/A)		
	- Capacity: 6 to 8 cuyd		
	- Floor: 3/16" HARDOX 450 with 8" formed trapezoidal long sills, NO CROSSMEMBERS		
	- Sides: 30" tall, 10ga HARDOX 450 with (1) pressed out "C" brace, formed top rail with cheater board holders, and full length fender		
	- Full height fold down ladder at front corner, driver side		
	- Headsheet: 56" tall, 10ga HARDOX 450 with 24" X 10ga cab protector		
	- Tailgate: 36" tall, 3/16" HARDOX 450 with (3) drum style patch gates, Air Release from OEM dash switch, Internal Air Highlift from OEM dash switch		
	- 8" X 3/16" HARDOX 450 spreader apron with spreader chains		
	- Front trunnion mounted Mailhot G3 90-4.25-3 telescopic cylinder giving 18 tons lifting capacity at 50 degree dump angle with 12" overhang		
	- Hotshift PTO wired to OEM dash switch		
	- Direct mount air shift dump pump		
	- Air shift control console mounted in cab		
	- 15gal steel hydraulic reservoir with internal return line filter mounted to frame rail, driver side		
	- 2.5" Red LED Clearance lamps at top of rear posts		
	- 6" Red LED S/T/T and 6" Clear LED B/U lamps in rear posts		
	- 2.5" Red LED Marker lamps in side of rear posts		
	- Red LED ID lamps mounted above hitch plate		
	- OEM S/T/T/BU and License Plate lamp at end of frame		
	- "ENOVEN" mudflaps aft of rear tires with plastic splash guards in front		
	- Body up lamp in dash		
	- Body prop		
	- Back up alarm		
	- Body painted BLACK OR WHITE		
	- Installed, Weighed, and Certified		

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Qty>=	Description	Unit Price	Ext Price
1	Accessories: 5/8" Buck Plate with Hitch - Premier 240 pintle hitch (26" hitch height) - (2) 5/8" D-Rings - 7-Way Round Pin ABS trailer socket mounted to driver side of plate - 7-Way Flat Pin trailer socket mounted to passenger side of plate wired to Tekonsha Prodigy electric brake controller mounted in cab - Gladhands split mount at top of plate - LED License Plate lamp mounted to top of plate - Painted Black	\$3,280.00	\$3,280.00
1	Accessories: Manual Tarping System - Tarp housing mounted to front of body above cheater boards - Asphalt treated vinyl tarp - Installed	\$2,145.00	\$2,145.00
1	Snow Plow: 10', Boss HD+ Straight Blade - Steel straight blade - 7ga X 34.75" steel moldboard with Urethane cutting edge - Full trip moldboard with (6) trip springs - Rubber Snow Deflector - LED Plow Lamps - Handheld Controller - Installed	\$19,165.00	\$19,165.00
1	Transportation - TRUCK TO BE DROP SHIPPED TO ENOVEN REDDING - PROVIDE ONE WAY TRANSPORTATION TO PORTLAND OREGON	\$800.00	\$800.00

TOTAL	\$64,369.00
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This Quote is good for 30 days. Acceptance of this Quote is confirmed and accepted by issuance of a Purchase Order, signing and returning this Quote, and/or delivery of a truck chassis to Enoven. This quotation was made expressly upon your request and is confidential and non transferable. If provided, estimated delivery dates are estimates only; actual delivery dates depend on a variety of factors that may/may not be within the direct control of Enoven. FUEL SERVICE CHARGE - IF A TRUCK IS DELIVERED WITH LESS THAN 1/4 TANK OF DIESEL/GASOLINE OR LESS THAN 1,500PSI CNG, A \$100.00 FUEL SERVICE CHARGE WILL BE ADDED TO THE FINAL INVOICE. For complete Terms and Conditions please go to www.enoven.com.

Terms of Sale:

COD

Enoven Truck Body + Equipment

Authorized by: senochian

Date: 7/24/2024

Printed: 7/24/2024 8:21:52 AM

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TOM GILSON <tom.gilson@dallasor.gov>

Fwd: QUOTE FOR NEW DUMP TRUCK AND PLOW

1 message

KENT MCKNIGHT <KENT.MCKNIGHT@dallasor.gov>
To: TOM GILSON <TOM.GILSON@dallasor.gov>

Thu, Aug 8, 2024 at 12:49 PM

----- Forwarded message -----

From: **Barney Newman** <JBNewman@petersontrucks.com>
Date: Tue, Aug 6, 2024 at 11:05 AM
Subject: QUOTE FOR NEW DUMP TRUCK AND PLOW
To: kent.mcknight@dallasor.gov <kent.mcknight@dallasor.gov>

Good Morning Kent,

Please see out attached proposal that "includes" the Enoven Truck Body quote as well-it is shown for reference only. This is based on using a stock truck we just received due to a cancelation and assure you of a truck built in 2024 calendar year before the upcoming CARB emission rules take effect January 1st and will add a minimum of \$9000 to the price of the chassis-plus the expected increase for a 2026 model year in January. This is basically what we would order for a dump after we roll the wheelbase up to fit your body. Not sure how long the plow will take to get here but the dump truck should be something we could complete this year still. The Enoven body is part of our State of Oregon approved companies we supplied at time of bid so there should be no issues there. Even if we chose a body that was not on the original bid it is quite easy to add others whenever necessary.

Thank You,

Barney Newman
Government & Strategic Accounts Manager
Peterson Trucks, Inc.-Oregon and California
503-341-7153
jbnewman@petersontrucks.com
www.petersontrucks.com

Customer First | Integrity | Excellence | Teamwork | Fun

Kent McKnight
Fleet Management Supervisor

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PH; 503-623-4939 EXT.3

Mobile: 503-991-0861



2 attachments

 **CITY OF DALLAS DUMP TRUCK 8-6-2024.pdf**
240K

 **Quote-Main.pdf**
121K

State of Oregon



PRICE AGREEMENT WITH

Peterson Trucks, Inc.

FOR

**International Brand Vehicles
Price Agreement # 1641**

This Price Agreement (“Agreement”) is between the State of Oregon (the “State”), acting by and through its Department of Administrative Services Procurement Services (“DAS PS” or “Agency”) and Peterson Trucks, Inc., a California Corporation (“Contractor”).

Section 1 – Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A (“Goods”) by issuing ordering instruments that create and become part of separate contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, “Authorized Purchaser” means: State agencies of Oregon, Oregon Cooperative Procurement Program (“ORCPP”) participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member’s purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.

- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
- d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.

1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.

1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.

1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.

1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:

<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>

1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.

1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.

1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator ("Contract Administrator") of the amount and effective date of the decrease.

1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.

1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or

Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

- 1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "**No Sales for the Reporting Period**".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the "Term" of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates "blanket" ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any

political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the "Records")

for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1. Price Agreement number.
 - 2.5.2. Ordering instrument number.
 - 2.5.3. Goods ordered.
 - 2.5.4. Date delivered.
 - 2.5.5. Volume or quantity of Goods delivered.
 - 2.5.6. The price per item.
 - 2.5.7. The total amount invoiced.
 - 2.5.8. The address to which payment is to be sent.
 - 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects,

including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, and current production models. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement. Contractor shall ensure that the manufacturers of all Goods will represent and warrant that the Goods are free from defects in materials, design and manufacture.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good

and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration ("OSHA"), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue ("ODR") all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet ("SDS") as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.
- 2.14 RESERVED**
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- 2.17 INDEMNIFICATION:**

2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor's obligation under this Section shall not extend to any claim to the extent caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods.

2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 **BY CONTRACTOR:** Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the default within the period

specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid

invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days' written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser's payment for such Goods from the planned funding sources; provided, however, nothing contained in the foregoing shall relieve or release Authorized Purchaser's obligation to make payment to Contractor for goods and services delivered by Contractor to Authorized Purchaser, and accepted by Authorized Purchaser, prior to the effective date of the modification described in this subsection (b); or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days' written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following

expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles ("GAAP"). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and 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 a Claim must be brought in a federal forum, then unless otherwise prohibited by law 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 AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption "TAIL COVERAGE"; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

2.27 SEVERABILITY: If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, 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 if the Contract did not contain the particular provision held to be invalid.

- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND 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 the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.30 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.31 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

- 3.1 **CONTRACTOR CERTIFICATIONS:** If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.
- 3.2 **SELECTION PROCESS:** This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser's choice in compliance with applicable statute and rules.
- 3.2.1 For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
- 3.2.2 For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:
- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
 - b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors

may be used in the Authorized Purchaser's determination of best value (additional factors not listed may also be used) :

- Applicable discounts and incremental pricing options;
- Shipping costs;
- Manufacture timelines;
- Delivery process;
- Maintenance and repair service levels;
- Applicable warranties;
- Contractor's past performance record through reference checks;
- Contractor's service area;
- Price comparison
- Life cycle costing including expected life, salvage value and discounted total cost of ownership.

- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
 - iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

3.3 DELIVERY CHARGES: For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.

3.4 ADVANCE PAYMENT PROHIBITED: No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.

3.5 NOTICE OF ORDER SHORTAGES: Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser's right to pursue all available remedies.

3.6 UNAUTHORIZED WORK: Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.

3.7 PRICE QUOTES: Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new "not-to-exceed" final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must

include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other

compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

Agreed:

Contractor's Name: Peterson Trucks, Inc.

Authorized Signature: *Erin Sorgel*

Printed Name of Authorized Signature: Erin Sorgel

Title of Authorized Signature: CFO

Date: April 1, 2021

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	BARNEY NEWMAN
Address	61 NE COLUMBIA BLVD. PORTLAND, OR 97211
Telephone	503-341-7153
E-mail	JBNEWMAN@PETERSONTRUCKS.COM

Section 5 - Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.06 17:22:42 -07'00'

Date: 4/6/21

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1255 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated April 1, 2021

Price Agreement # 1641
Peterson Trucks, Inc.

Exhibit B


	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Authorized Purchaser's Authorized Representative		Purchase Order Date	Requisition No.		
Contractor Name and Address		Authorized Purchaser's Invoicing Address			
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address		Authorized Purchaser's Authorized Representative Phone and Fax Number			
		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
<p>This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement # 1641. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.</p>					
Agency's Authorized Representative to Make Purchase				Date	

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.

Amendment No. 1 to Price Agreement No. 1641

This is Amendment No. 1 to Price Agreement No. 1641 dated May 1, 2021, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS"), and Peterson Trucks, Inc. ("Contractor") This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment No. 1 added Section 1.3.7 to the Price Agreement.
2. This Amendment No. 2 is to extend the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement.

The Price Agreement is amended as follows:

1. The Price Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
2. Price Agreement expires two (2) years after the initial effective date. Price Agreement termination date may be and is being extended by one (1) year, with a new expiration date of **April 30, 2024**.
3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and

- ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Peterson Trucks, Inc.

By: BARNEY NEWMAN Digitally signed by BARNEY NEWMAN
Date: 2023.02.07 09:55:37 -08'00'
 Title: GOVERNMENT SALES MANAGER
 Date: 2-7-2023
 FEID # *****2064

**STATE OF OREGON, acting by and through its
 Department of Administrative Services,
 Procurement Services**

By: Brent Lutz Digitally signed by Brent Lutz
Date: 2023.02.14 14:20:28 -08'00'
 Title: Interim Procurement Manager
 Date: 2/14/2023

Approved pursuant to ORS 291.047

By: Exempt
 Assistant Attorney General
 Date: N/A

Amendment No. 2 to Price Agreement 1641

This is Amendment No. 2 to Price Agreement 1641 executed April 6, 2021, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services ("DAS PS" or "Agency"), and Peterson Trucks, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment 1 extended the term of the Price Agreement by (1) one year, in accordance with Section 1.5 Term of Agreement.

The Price Agreement is amended as follows:

1. Per the terms listed in Section 1.5 of the Price Agreement, the Price Agreement is amended to extend the termination date for (1) one year and will expire **April 30, 2025**.
2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
3. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the Price Agreement is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint

venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Peterson Trucks, Inc.

By: *Benny Spuman*
Title: *Government Sales Manager*
Date: *3-5-2024*
FEID # *27-5092064*

**STATE OF OREGON, acting by and through its
Department of Administrative Services,
Procurement Services**

By: Brent Lutz
Title: Procurement Services Manager
Date: March 5, 2024

Digitally signed by Brent Lutz
Date: 2024.03.05 14:55:04 -08'00'
Adobe Acrobat version: 2.0.5

Approved pursuant to ORS 291.047

By: Exempt
Assistant Attorney General
Date: _____

Amendment No. 3 to 1641

This is Amendment No. 3 ("Amendment") to Price Agreement 1641, effective April 6, 2021, as amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS"), and Peterson Trucks, Inc. ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment No. 1 added Section 1.3.7 to the Price Agreement.
2. Amendment No. 2 extended the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement.
3. The purpose of this Amendment is to increase the dollar thresholds listed in Sections 3.2.1 and 3.2.2.

AMENDMENT

The parties agree:

1. The Price Agreement is amended as follows:
 - 1.1. Section 3.2 of the Price Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - 3.2.1 For purchases under **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
 - 3.2.2 For purchases over **\$25,000** ~~\$10,000~~, Authorized Purchasers who are State Agencies shall use one of the following selection processes:
 2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
 3. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within 30 calendar days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
 4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.
 5. Except as expressly amended above, all other terms and conditions of the Price Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

6. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
- 6.1. The number set forth in the Price Agreement is Contractor correct taxpayer identification number; and
 - 6.2. Contractor is not subject to backup withholding because:
 - 6.2.1. Contractor is exempt from backup withholding,
 - 6.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 6.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - 6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 6.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

Contractor: Peterson Trucks, Inc.

Signature: *Barney Newman*

Date: *4-17-2024*

Printed Name, Title: *Barney Newman*

Government Sales Manager

Federal Tax ID: *27-5092064*

Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, Procurement Services:

Signature: Brent Lutz Digitally signed by Brent Lutz
Date: 2024.04.19 11:12:23 -07'00'
Adobe Acrobat version: 2024.001.20604 Date: April 19, 2024

Printed Name, Title: Brent Lutz, Procurement Services Manager

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030:

Signature: Exempt Date: _____

Matter: N/A

[Return To Main](#)

Category: Cab/Chassis Class 1-8

CLASS Definition	MODEL CODE	MODEL YEAR	VEHICLE DESCRIPTION	PRICE Does not include privilege/use tax or CAT	Per Mile DELIVERY outside 60 Mile Radius
Class 4, 14,001 - 16,000 GVWR Medium-duty	CV 515	2021	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR AND CREW CAB CONFIGURATIONS	\$47,269.00	\$2.50
Class 5, 16,001 - 19,500 GVWR Medium-duty	CV515	2021	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR AND CREW CAB CONFIGURATIONS	\$47,269.00	\$2.50
	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$56,883.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 16,000#-23,500#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$57,907.00	\$2.50
Class 6, 19,501 - 26,000 GVWR Light-heavy Duty	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 19,501#-26,000#. VAILABLE IN REGULAR, EXTENDED, OR CREW CABS. AVAILABLE	\$58,558.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 19,501#-26,000#. VAILABLE IN REGULAR, EXTENDED, OR CREW CABS. AVAILABLE	\$57,907.00	\$2.50
Class 7, 26,001 - 33,000 GVWR Heavy Duty	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$59,410.00	\$2.50
	MV607 LP	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,647.00	\$2.50
	HV507-SET FORWARD AXLE	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L OR L9 CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
	HV607-SET BACK AXLE	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 26,001#-33,000#. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L OR L9 CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
Class 8, 33,001 GVWR-and above Heavy Duty	HV507 SET FORWARD	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001# AND ABOVE HD. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS 6.7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR	\$58,901.00	\$2.50
	4X2		AVAILABLE IN SINGLE OR TANDEM REAR AXLE-SEE OPTIONS		
	MV607	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001# AND ABOVE AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,101.00	\$2.50

			6..7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR		
			AVAILABLE IN SINGLE OR TANDEM REAR AXLE-SEE OPTIONS		
	HV607 SET BACK	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, EXTENDED, OR CREW CABS	\$58,901.00	\$2.50
	4X2		6..7L & 9L CUMMINS, AVAILABLE AS STRAIGHT TRUCK OR TRACTOR		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		

	HV513 SET FORWARD	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, AND EXTENDED CABS	\$84,683.00	\$2.50
	4X2		12.4L INTERNATIONAL A26 ENGINE AVAILABLE		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		

	HV613 SET BACK 4X2	2022	DUAL REAR WHEEL CAB & CHASSIS RATED FROM 33,001#. AND ABOVE HD. AVAILABLE IN REGULAR, AND EXTENDED CABS	\$84,424.00	\$2.50
			12.4L INTERNATIONAL A26 ENGINE AVAILABLE		
			AVAILABLE WITH SINGLE AND TANDEM REAR AXLES-SEE OPTIONS		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		

	HX520 SET FORWARD		DUAL REAR WHEEL HEAVY VOCATIONAL CHASSIS-TANDEM AXLE	\$103,137.00	\$2.50
	6X4		AVAILABLE WITH A26 13L & 15L CUMMINS X15 ENGINES		
			AVAILABLE AS A STRAIGHT TRUCK OR TRACTOR		


	HX620 SET BACK	2022	DUAL REAR WHEEL HEAVY VOCATIONAL CHASSIS-TANDEM AXLE	\$98,239.00	\$2.50
	6X4		AVAILABLE WITH A26 13L & 15L CUMMINS X15 ENGINES		

	RH613 4X2	2022	DAY CAB TRACTOR WITH 5TH WHEEL	\$92,255.00	\$2.50
			AVAILABLE WITH SINGLE AND TANDEM AXLES, ALSO SLEEPERS		
			12.4L A26 ENGINE AVAILABLE-SEE OPTIONS		

	LT625 4X2	2022	DAY CAB TRACTOR WITH 5TH WHEEL	\$95,135.00	\$2.50
			AVAILABLE WITH SINGLE AND TANDEM AXLES, ALSO SLEEPERS		
			12.4L A26 , AND CUMMINS X15 ENGINES AVAILABLE-SEE OPTIONS		



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 8.a
TOPIC: First reading of Ordinance No. 1898, an ordinance amending Dallas City Code Sections 6.500, 6.505, 6.525 and 6.532 and adding new provisions relating to non-compliant vehicles.
PREPARED BY:  Brian Latta, City Manager
ATTACHMENTS: A – Ordinance No. 1898

RECOMMENDED ACTION:

N/A - First reading of Ordinance No. 1898.

BACKGROUND:

Code Services employees have found it necessary to broaden the scope of the City’s abandoned vehicle code to address a variety of “abandoned” vehicle circumstances they have come across in the field. In working with the City’s Code Services, City Attorney and City Manager’s Office, staff recommended to the Public Administration Committee to amend portions of the abandoned vehicle code, as shown in **Attachment A**. The committee agreed with the recommended amendments and directed the City Attorney to prepare an ordinance for the City Council to consider. The following are the proposed amendments, section by section.

In Section 6.500 the definition of *Abandoned Vehicle* is replaced with *Non-compliant Vehicle*. The code section further describes what constitutes a non-compliant vehicle.

In Section 6.505 the title and body text is amended to reflect the change from abandoned vehicle to non-compliant vehicle.

Section 6.510 had formatting issues. This section received no further amendments, but after approval the formatting will be corrected.

Section 6.525 is amended to synchronize the pre-tow notice with Oregon statutory language for such notices. The pre-tow notice shall be affixed to the vehicle at least 24 hours before taking the vehicle into custody, including weekends and holidays.

Section 6.530 is amended to synchronize the post-tow notice with Oregon statutory language for such notices.

Section 6.532 is added to address the procedure for vehicles that have no identification markings such as a vehicle identification number, registration plates and no other markings by which we can identify the owner.

SUMMARY TIMELINE:

September 23, 2024 – Public Administration Committee directed the City Attorney to prepare an ordinance for City Council consideration with a do pass recommendation.

October 7, 2024 – City Council considers Ordinance 1898 for its first reading.

October 21, 2024 – Ordinance 1898 scheduled for its second reading and vote to approve by the City Council.

November 20, 2024 – If approved, Ordinance 1898 becomes effective.

FISCAL IMPACT:

None.

RECOMMENDED MOTION:

N/A – Ordinance 1898 scheduled for its first reading.

ATTACHMENTS:

A – Ordinance No. 1898

**CITY OF DALLAS
ORDINANCE NO 1898**

**AN ORDINANCE AMENDING DALLAS CITY CODE SECTIONS 6.500, 6.505, 6.525
AND 6.532 AND ADDING NEW PROVISIONS RELATING TO NON-COMPLIANT
VEHICLES.**

Be it ordained by the City Council of the City of Dallas, in the State of Oregon, as follows:

SECTION 1: **AMENDMENT** “6.500 Definitions” of the Dallas Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

6.500 Definitions

As used in sections 6.500 to 6.545 unless the context requires otherwise, the following mean:

Abandoned vehicle. A vehicle left unoccupied and unclaimed or in such a damaged, disabled or dismantled condition that the vehicle is inoperable.

Hazardous vehicle. A vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not for limitation, the following are hazardous vehicles:

1. Vehicles blocking public or private rights-of-way.
2. Vehicles with leaks in gas tanks.
3. Vehicles blocking fire hydrants.

Law enforcement officer. An authorized law enforcement officer of the city or another city employee authorized to enforce this ordinance.

Owner. A person with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.

Private garage. A reputable, private storage yard, garage, or other storage place selected by a law enforcement officer.

Vehicle. Every device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks.

A F T E R A M E N D M E N T

6.500 Definitions

As used in sections 6.500 to 6.545 unless the context requires otherwise, the following mean:

~~Abandoned~~Non-compliant vehicle. A vehicle ~~left unoccupied and unclaimed or in such a damaged, disabled or dismantled condition that the vehicle is inoperable.~~ that has one or more of the following conditions:

1. The vehicle is in such damaged, disabled or dismantled condition that the vehicle is inoperable
2. The vehicle has an expired, canceled or altered license plate or a license plate from another vehicle.
3. The vehicle registration has been expired for more than 90 days.
4. The vehicle has no license plates.
5. The vehicle has an altered or obliterated vehicle identification number, or has no vehicle identification number.
6. The vehicle has an expired or altered trip permit.
7. The records of the Oregon Department of Transportation identify the vehicle as having been sold and the current owner of the vehicle has not registered the vehicle within 90 days of the date of sale.

Hazardous vehicle. A vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not for limitation, the following are hazardous vehicles:

1. Vehicles blocking public or private rights-of-way.
2. Vehicles with leaks in gas tanks.
3. Vehicles blocking fire hydrants.

Law enforcement officer. An authorized law enforcement officer of the city or another city employee authorized to enforce this ordinance.

Owner. A person with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.

Private garage. A reputable, private storage yard, garage, or other storage place selected by a law enforcement officer.

Vehicle. Every device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks.

SECTION 2: AMENDMENT “6.505 Abandoned Vehicles Prohibited” of the Dallas Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.505 Abandoned Vehicles Prohibited

1. No vehicle that a law enforcement officer has reasonable cause to believe is disabled or abandoned shall be parked or left standing on the right-of-way of a city street or alley or on city property for a period in excess of 72 hours. 2. A vehicle so parked or left standing may be towed and impounded and held at the expense of the owner or person entitled to possession of the vehicle. A law enforcement officer may use department personnel, equipment and facilities for the removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for that purpose.

AFTER AMENDMENT

6.505 Abandoned Vehicles Prohibited

1. No vehicle that a law enforcement officer has reasonable cause to believe is ~~disabled or abandoned~~ non-compliant shall be parked or left standing on the right-of-way of a city street or alley or on city property for a period in excess of 72 hours. 2. A vehicle so parked or left standing may be towed and impounded and held at the expense of the owner or person entitled to possession of the vehicle. A law enforcement officer may use department personnel, equipment and facilities for the removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for that purpose.

SECTION 3: AMENDMENT “6.525 Contents Of Notice” of the Dallas Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.525 Contents Of Notice

1. Notices sent or placed under section 6.520 shall contain the following information:
 - a. The name of the officer or other city employee issuing the notice.
 - b. That if the vehicle is not removed within the legal time limit, the vehicle will be towed and taken into custody as an abandoned vehicle.
 - c. That any person who, at the request of a law enforcement officer, tows an abandoned vehicle shall have a lien on the vehicle and its contents for reasonable towing and storage charges, may retain possession of the vehicle and its contents until the charges are paid, and may have the vehicle and its

- contents sold at public auction to satisfy the lien.
- d. That the owner of the vehicle may request a hearing on the validity of the proposed tow and the creation and amount of the lien.
 - e. How and where the owner of the vehicle may get information about the opportunity for a hearing and the location of the vehicle, if it has been towed.
2. If the owner of the vehicle requests a hearing before the vehicle is taken into custody, the vehicle shall not be taken until a hearing is set and held in accordance with sections 6.535 to 6.545.

AFTER AMENDMENT

6.525 Contents Of Notice

1. Notices sent or placed under section 6.520 shall ~~contain the following information~~ comply with the following:
 - a. ~~The name of the officer or other city employee issuing the notice.~~ Notice shall be given by affixing a notice to the vehicle with the required information. The notice shall be affixed to the vehicle at least 24 hours before taking the vehicle into custody. The 24-hour period under this subsection includes holidays, Saturdays and Sundays.
 - b. ~~That if the vehicle is not removed within the legal time limit, the vehicle will be towed and taken into custody as an abandoned vehicle.~~ Notice shall state all of the following:
 - i. That the vehicle will be subject to being taken into custody and towed if the vehicle is not removed before the time stated in the notice.
 - ii. The statute, ordinance or rule violated by the vehicle and under which the vehicle will be towed.
 - iii. How and where the owner, possessor or person having an interest in the vehicle may get information about the opportunity for a hearing and the location of the vehicle if it has been towed.
 - iv. That the vehicle, if taken into custody and towed, will be subject to towing and storage charges and that a lien will attach to the vehicle and its contents.
 - v. That the vehicle will be sold to satisfy the costs of towing and storage if the charges are not paid.
 - vi. That the owner, possessor or person having an interest in the vehicle is entitled to a hearing, before the vehicle is impounded, to contest the proposed custody and towing if a hearing is timely requested.
 - vii. That the owner, possessor or person having an interest in the vehicle may also challenge the reasonableness of any towing and storage charges at the hearing.
 - viii. The time within which a hearing must be requested and the method for requesting a hearing.
 - c. ~~That any person who, at the request of a law enforcement officer, tows an abandoned vehicle shall have a lien on the vehicle and its contents for~~

~~reasonable towing and storage charges, may retain possession of the vehicle and its contents until the charges are paid, and may have the vehicle and its contents sold at public auction to satisfy the lien.~~

- ~~d. That the owner of the vehicle may request a hearing on the validity of the proposed tow and the creation and amount of the lien.~~
 - ~~e. How and where the owner of the vehicle may get information about the opportunity for a hearing and the location of the vehicle, if it has been towed.~~
2. If the owner of the vehicle requests a hearing before the vehicle is taken into custody, the vehicle shall not be taken until a hearing is set and held in accordance with sections 6.535 to 6.545.

SECTION 4: AMENDMENT “6.530 Post-Towing Notice” of the Dallas Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.530 Post-Towing Notice

1. After an abandoned vehicle has been taken into custody, notice shall be provided to the owner indicating: 1. The location of the vehicle; 2. That a lien has arisen on the vehicle in favor of the person who towed the vehicle; 3. That the vehicle may be sold at public auction to satisfy the lien; and 4. That a hearing on the validity of the tow and on the creation and amount of the lien may be held, if requested. 2. Notice is considered given when a certified letter addressed to the registered owner of the vehicle and a similar letter addressed to the legal owner, if any, return receipt requested and postage prepaid, is mailed within 48 hours, not including holidays, Saturdays or Sundays, after the vehicle is taken into possession by or at the direction of a law enforcement officer. 3. If the vehicle is registered in the office of the Motor Vehicles Division, notice may be addressed to the registered owner and the legal owner, if any, at the latest respective address of each shown by Motor Vehicles Division records. If the vehicle is not registered, reasonable efforts shall be made to ascertain the names and addresses of the legal owner and persons entitled to possession of the vehicle so that notice may be mailed, if reasonably possible, within the time period outlined in this section. 4. If a hearing is desired, the owner must request a hearing within five days after the date of mailing of the notice, not including holidays, Saturdays or Sundays. The request may be made in person or in writing, and failure to appear in person or to mail a letter within five days after the date of mailing of the notice shall act as a waiver of the right to a hearing.

AFTER AMENDMENT

6.530 Post-Towing Notice

- 1. After an ~~abandoned~~ non-compliant vehicle has been taken into custody, notice shall be

provided by certified mail within 48 hours of the towing, not including holidays, Saturdays or Sundays, with an explanation of procedures available for obtaining a hearing under section 6.535, to the owner and any lessor or security interest holders as shown in the records of the Department of Transportation ~~indicating.~~

2. A notice given under this section after a vehicle is taken into custody and towed shall state all of the following:

a. That the vehicle has been taken into custody and towed, and the statute, ordinance or rule under which he vehicle has been taken into custody and towed.

b. How and where the owner, possessor or person having an interest in the vehicle may get information about the opportunity for a hearing and the location of the vehicle if it has been towed.

c. That the vehicle is subject to towing and storage charges, the amount of charges that have accrued to the date of the notice and the daily storage charges.

d. That the vehicle and its contents are subject to a lien for payment of the towing and storage charges and that the vehicle and its contents will be sold to cover the charges if the charges are not paid by a date specified by the appropriate authority.

e. That the owner, possessor or person having an interest in the vehicle and its contents is entitled to a prompt hearing to contest the validity of taking the vehicle into custody and towing it and to contest the reasonableness of the charges for towing and storage if a hearing is timely requested.

f. The time within which a hearing must be requested and the method for requesting a hearing.

g. That the vehicle and its contents may be immediately reclaimed by presentation of satisfactory proof of ownership or right to possession and either payment of the towing and storage charges or the deposit of cash security or a bond equal to the charges.

~~1. The location of the vehicle; 2. That a lien has arisen on the vehicle in favor of the person who towed the vehicle; 3. That the vehicle may be sold at public auction to satisfy the lien; and 4. That a hearing on the validity of the tow and on the creation and amount of the lien may be held, if requested. 2. Notice is considered given when a certified letter addressed to the registered owner of the vehicle and a similar letter addressed to the legal owner, if any, return receipt requested and postage prepaid, is mailed within 48 hours, not including holidays, Saturdays or Sundays, after the vehicle is taken into possession by or at the direction of a law enforcement officer. 3. If the vehicle is registered in the office of the Motor Vehicles Division, notice may be addressed to the registered owner and the legal owner, if any, at the latest respective address of each shown by Motor Vehicles Division records. If the vehicle is not registered, reasonable efforts shall be made to ascertain the names and addresses of the legal owner and persons entitled to possession of the vehicle so that notice may be mailed, if~~

~~reasonably possible, within the time period outlined in this section. 4. If a hearing is desired, the owner must request a hearing within five days after the date of mailing of the notice, not including holidays, Saturdays or Sundays. The request may be made in person or in writing, and failure to appear in person or to mail a letter within five days after the date of mailing of the notice shall act as a waiver of the right to a hearing.~~

SECTION 5: ADOPTION “6.532 Procedure For Vehicles That Have No Identification Markings” of the Dallas Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

6.532 Procedure For Vehicles That Have No Identification Markings (Non-existent)

AFTER ADOPTION

6.532 Procedure For Vehicles That Have No Identification Markings(*Added*)

If there is no vehicle identification number on a vehicle and there are no registration plates and no other markings through which the Department of Transportation could identify the owner of the vehicle, then no notice is required under sections 6.525 or 6.530 and the vehicle may be towed and disposed of as though notice and an opportunity for a hearing had been given.

SECTION 6: AMENDMENT “6.510 Impounding Hazardous Vehicles” of the Dallas Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.510 Impounding Hazardous Vehicles

1. On discovering a hazardous vehicle, a law enforcement officer may immediately cause the vehicle to be towed and impounded. 2. The owner of the vehicle shall be responsible for costs of towing and storing the vehicle. 3. A law enforcement officer may use department personnel, equipment and facilities for the removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for that purpose.

AFTER AMENDMENT

6.510 Impounding Hazardous Vehicles

1. On discovering a hazardous vehicle, a law enforcement officer may immediately cause the vehicle to be towed and impounded.
2. The owner of the vehicle shall be responsible for costs of towing and storing the vehicle.
3. A law enforcement officer may use department personnel, equipment and facilities for the removal and preservation of the vehicle, or may hire other personnel, equipment and facilities for that purpose.

PASSED AND ADOPTED BY THE CITY OF DALLAS CITY COUNCIL

Presiding Officer

Attest


Kenneth L. Woods, Jr., Mayor, City of
Dallas

Brian Latta, City Manager, City of
Dallas

Lane P. Shetterly, City Attorney, City
of Dallas



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 8.b
TOPIC: First reading of Ordinance No. 1899, an ordinance changing the zoning designation of a parcel of real property owned by Polk Community Development Corporation from Residential Low Density to Residential High Density.
PREPARED BY: Chase Ballew, City Planner
APPROVED BY:  Brian Latta, City Manager
ATTACHMENTS: A – Ordinance No. 1899

RECOMMENDED ACTION:

Allow Ordinance No. 1899 to pass its first reading.

BACKGROUND:

On September 16, 2024, following a public hearing, the City Council voted to approve the applicant’s request to change to zoning of the property from low density to high density residential. **Attachment A** is the draft ordinance, prepared by the City Attorney, to enact the zone change.

SUMMARY TIMELINE:

August 13, 2024 – Dallas Planning Commission recommended approval of the zone change.
September 16, 2024 – Dallas City Council approved the zone change request, subject to adoption of an ordinance.
October 7, 2024 – First reading of Ordinance No. 1899 to enact the approved zone change.
October 21, 2024 – Second reading of Ordinance No. 1899 to enact the approved zone change.
November 20, 2024 – If approved, Ordinance No. 1899 becomes effective.

FISCAL IMPACT:

None

RECOMMENDED MOTION:

N/A – Ordinance No. 1899 is scheduled for its first reading.

We are a welcoming, safe and livable community dedicated to people and business

ORDINANCE NO. 1899

An Ordinance changing the zoning designation of a parcel of real property owned by Polk Community Development Corporation from Residential Low Density to Residential High Density.

WHEREAS, Polk Community Development Corporation submitted a zone change application to the City requesting that the zoning designation of the real property owned by Polk Community Development Corporation, which is described as Polk County Map and Tax Lot 7.5.28DC-1300, Tax Account No. 130909, more particularly described on Exhibit 1, attached hereto and incorporated herein, located and commonly known as 498 SE Hankel Street, be changed from Residential Low Density to Residential High Density; and

WHEREAS, after due notice, on August 13, 2024, the Dallas Planning Commission held a public hearing on the application and at the conclusion thereof recommended to the City Council that the application be granted; and

WHEREAS, after due notice, on September 16, 2024, the City Council held a public hearing on the application and at the conclusion thereof found that there was substantial evidence that the application met the requirements of the Dallas Comprehensive Plan and Zoning and Development Code, and that the application should be granted; NOW, THEREFORE,

THE CITY OF DALLAS DOES ORDAIN AS FOLLOWS:

Section 1. The zoning designation of the real property described on Exhibit 1 attached hereto, and as shown on the map attached hereto as Exhibit 2, is hereby changed from Residential Low Density to Residential High Density.

Section 2. The Findings and Conclusions set forth in the staff report on this matter, submitted into the record herein on September 16, 2024, by reference incorporated herein, are hereby adopted and approved as the Findings and Conclusions in support of this zone change.

Read for the first time: October 7, 2024
Read for the second time: October 21, 2024

Passed by the City Council: October 21, 2024
Approved by the Mayor: October 21, 2024

KENNETH L. WOODS, JR., MAYOR

ATTEST:

APPROVED AS TO FORM:

BRIAN LATTA,
CITY MANAGER

LANE P. SHETTERLY
CITY ATTORNEY

Exhibit 1 - Legal Description


Beginning 68.64 chains South and 19.88 chains West of the Northeast corner of the Solomon Shelton Donation Land Claim No. 52, in Township 7 South, Range 5 West of the Willamette Meridian in Polk County, Oregon; thence South 7.76 chains to the center of a County road; thence South 89° 0' West 1.29 chains; thence North 7.76 chains; thence North 89° 0' East 1.29 chains to the Place of Beginning.

Save and except that tract of land conveyed to the City of Dallas, a municipal corporation, by instrument recorded June 3, 1980 in Volume 149, Page 695, Book of Records for Polk County, Oregon

Exhibit 2 - Amended Zoning



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 9.a
TOPIC: Resolution Supporting Safety Improvements to the Highways 51-22 Interchange
PREPARED BY:  Brian Latta, City Manager
ATTACHMENTS: A – Resolution 3536

RECOMMENDED ACTION:

Staff recommends the City Council vote in favor of Resolution 3536.

BACKGROUND:

The interchange at state highways 51 and 22 is and continues to be a dangerous intersection. A fatal accident occurring this past month is further evidence of the potential risks motorists take when traveling through this intersection. There has been substantial conversations and efforts made over many years to make safety improvements to this intersection, but the safety improvements have not been made, and they appear to be many years ahead. Mayor Woods has been engaged for many years on this topic with his work on the Mid-Willamette Valley Area Commission on Transportation, and can speak to the history of this project.

Staff recommends the City Council approve the resolution, included with this report as **Attachment A**, as a call to action for the needed safety improvements to be made in a timely manner.

SUMMARY TIMELINE:

October 7, 2024 – City Council to consider Resolution 3536.

FISCAL IMPACT:

None

RECOMMENDED MOTION:

N/A – Resolutions are considered by a roll call vote.

RESOLUTION NO. 3536

A Resolution in Support of Continued Collaborative Efforts to Improve the Safety of the Highway 22 and Highway 51 Intersection

WHEREAS, the intersection of Highway 22 and Highway 51 has been widely recognized as a safety concern for drivers and the surrounding community; and

WHEREAS, local residents, travelers, first responders, and business owners have voiced their concerns about the risks associated with this intersection, calling for proactive and timely measures to ensure safety; and

WHEREAS, the high volume of traffic and the history of accidents at this intersection underscore the need for improvements that will benefit everyone using these roads; and

WHEREAS, this intersection has been identified as one of the top five priority safety projects in the state since 1999, yet despite its recognized importance, progress has been delayed, with projections suggesting significant improvements may still be 15 to 30 years away; and

WHEREAS, community members have shared valuable input, raising concerns that the current proposed solution may be overly complex and costly, and suggesting that more efficient, affordable alternatives that could be implemented sooner be considered; and

WHEREAS, ensuring the safety and well-being of our community remains a shared priority for the City and residents of Dallas, Polk County, and the State of Oregon; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. The City of Dallas supports continued collaboration and open dialogue between all stakeholders, including local, county, and state authorities, to address the safety concerns at the Highway 22 and Highway 51 intersection in a timely and effective manner.

Section 2. The City of Dallas encourages an aggressive, cooperative approach to explore and implement practical, cost-effective solutions that prioritize public safety, reduce accidents, and protect the lives of all who use these roads; through working together, we can find solutions that address the safety risks of this intersection and benefit the entire region.

Section 3. This resolution shall be effective upon adoption and approval.

Adopted: October 7, 2024

Approved: October 7, 2024


KENNETH L. WOODS, JR., MAYOR

BRIAN LATTA,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY



**CITY COUNCIL
STAFF REPORT**

MEETING DATE: October 7, 2024
AGENDA ITEM NO. 9.b
TOPIC: Authorization to sign easements for ODOT
PREPARED BY: Tom Gilson, Special Projects Manager
APPROVED BY:  City Manager
ATTACHMENTS: A – DRAFT RESOLUTION NO. 3537
B – Exhibit 1 - Signing Package #1 from ODOT
C – Exhibit 2 - Signing Package #2 from ODOT

RECOMMENDED ACTION:

Staff recommends Council adoption of Resolution 3537.

BACKGROUND:

ODOT is currently working on a project to upgrade the ADA ramps on their facilities throughout Dallas. ODOT approached the City with the need of temporary and permanent easements at two intersections in Dallas. The two locations are the NE corner of Jefferson and Washington and the NE corner of N Kings Valley Hwy and Polk Station Rd.

The ODOT signing package must include a resolution granting signing authority to the City Manager to sign the agreements and easements on behalf of the City.

SUMMARY TIMELINE:

October 7, 2024 – Council considers adoption of Resolution 3537

FISCAL IMPACT:

N/A

RECOMMENDED MOTION:

n/a – Resolutions are approved by a roll call vote.

ATTACHMENTS:

A – RESOLUTION NO. 3537
B – Exhibit 1 – Signing package for ramp at N Kings Valley Hwy & Polk Station Rd
C – Exhibit 2 – Signing package for ramp at Jefferson & Washington

We are a welcoming, safe and livable community dedicated to people and business

RESOLUTION NO. 3537

A Resolution approving and authorizing the City Manager to execute two permanent easements in favor of the State of Oregon, Department of Transportation.

WHEREAS, the State of Oregon, Department of Transportation, has presented the City of Dallas with two permanent easements in connection with the construction of accessible handicap sidewalk ramps, copies of which easements are attached hereto as Exhibits 1 and 2, and by reference incorporated herein; and

WHEREAS, the City Council of the City of Dallas has determined that the granting of the proposed easements for such purpose is in the best interest of the City;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the permanent easements attached hereto as Exhibits 1 and 2, in favor of the State of Oregon, Department of Transportation be, and they hereby are approved.

Section 2. That the City Manager, or the City Manager’s designee, be authorized to execute the easements on behalf of the City and deliver them to the State of Oregon, Department of Transportation for recording.

Adopted: October 7, 2024
Approved: October 7, 2024

KENNETH L. WOODS, JR., MAYOR

ATTEST:

APPROVED AS TO FORM:

BRIAN LATTA,
CITY MANAGER

LANE P. SHETTERLY,
CITY ATTORNEY



Oregon

Tina Kotek, Governor

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

June 26, 2024

City of Dallas, Oregon, an Oregon municipal corporation
187 SE Court St
Dallas, Or 97338

File No.:	9961-021
Grantor:	City of Dallas, Oregon, an Oregon municipal corporation
Section:	OR223/OR99W curb ramps (Dallas/Rickreall)
Highway:	189 – Dallas - Rickreall
County:	Polk
FAP No:	SA00(486)e.d.7/31/28

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Permanent Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Resolution to show authorization to negotiate and authority to sign.
- Notary services are available if needed.

Please send executed documents to my attention as follows:

Oregon Department of Transportation
Attn: Gary Darling
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2620 or by email at gary.darling@odot.oregon.gov. Thank you for your cooperation in this matter.

Sincerely,

Gary Darling
Right of Way Agent

City Council Meeting
Monday, October 7, 2024
Page 101 of 118

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

- There will be no changes to public utilities to the property.
- Public utilities will be reconnected to improvements on the remainder property, except for the following: _____.
- Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: _____.
- Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

- Access to the remainder property will remain the same.
- There will be no access to the remainder property.
- Access to the remainder property will remain the same, except for the following access:
 - Access #1** located at: _____, is modified, relocated or closed as a result of:
 - the access modification letter dated: _____ (attached)
 - this Project as follows: _____.
 - Access #2** located at: _____, is modified, relocated or closed as a result of:
 - the access modification letter dated: _____ (attached)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____ (attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **101/SF of Grass.**

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **NA.**

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

The sprinkler valve control box, according to the project plans, will be "maintained and protected" by the project.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION



06/21/2024

Regina Thompson

Date

City of Dallas, an Oregon municipal
corporation

Date

PERMANENT EASEMENT

CITY OF DALLAS, OREGON, an Oregon municipal corporation, Grantor, for the true and actual consideration of \$1000, does grant to the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described on Exhibit "A" dated November 10, 2023, attached hereto and by this reference made a part hereof.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 7.5.28AC-2600

Property Address: N/A

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF DALLAS, OREGON, an Oregon municipal corporation

By: _____

By: _____
Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Dallas, Oregon, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the ____ day of _____, 20____.

Notary Public for the State of Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in Tract "A" of POLK STATION ESTATES, City of Dallas, Polk County, Oregon, and being a portion of that property described in that Acknowledgment of Dedication for Public Use to the City of Dallas, recorded October 12, 2011, as Document No. 2011-009419 of Polk County Deed Records; said parcel being that portion of said property lying Southwesterly of a line at a right angle to the center line of the relocated Kings Valley Highway at Engineer's Station "KV1" 111+87.00, lying on the Northerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "KV1" 111+47.05, said station being North 33°44'06" East, 6874.25 feet from the Most-Southerly SW Corner of the Solomon Shelton D.L.C. No. 52, Township 7 South, Range 5 West, W.M.; thence South 40°08'47" West 149.62 feet; thence on a spiral curve right (the chord of which bears South 41°28'47" West 399.91 feet) 400.00 feet; thence on a 2864.79 feet radius curve right (the long chord of which bears South 47°24'17" West 325.66 feet) 325.83 feet; thence on a spiral curve right (the chord of which bears South 53°19'47" West 399.91 feet) 400.00 feet; thence South 54°39'47" West 946.24 feet; thence on a spiral curve left (the chord of which bears South 49°19'59" West 199.31 feet) 200.00 feet; thence on a 358.10 feet radius curve left (the long chord of which bears South 29°24'02" West 115.28 feet) 115.78 feet; thence South 20°08'17" West 215.48 feet to Engineer's center line Station "KV1" 139+00.00.

Bearings of above descriptions are based on the Oregon Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.00

This parcel of land contains 101 square feet, more or less, outside the existing right of way.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

DIGITALLY SIGNED 2024.01.17
17:19:35-08'00'

OREGON
JULY 10, 2018
DEREK ALLEN FEIGEL
77555

RENEWS:12/31/2025

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> S Corporation
<input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code	Requester's name and address (optional)
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
<div style="display: flex; justify-content: space-between; align-items: center;"> - - </div>
OR
Employer identification number
<div style="display: flex; justify-content: space-between; align-items: center;"> - </div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Oregon

Tina Kotek, Governor

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building B
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2630
Toll Free: (888) 769-7342

June 26, 2024

City of Dallas, Oregon, an Oregon municipal corporation

187 SE Court St
Dallas, Or 97338

File No.:	9961-014
Grantor:	City of Dallas, Oregon, an Oregon municipal corporation
Section:	OR223/OR99W curb ramps (Dallas/Rickreall)
Highway:	189 – Dallas - Rickreall
County:	Polk
FAP No:	SA00(486)e.d.7/31/28

Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- Permanent Easement - This document must be signed in the presence of a notary public.
- Terms of State's Offer - This document must be signed and dated.
- Taxpayer Identification Form W-9 – Due to IRS requirements, this form is required for the State to issue payment. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign/date where indicated.
- Resolution to show authorization to negotiate and authority to sign.
- Notary services are available if needed.

Please send executed documents to my attention as follows:

Oregon Department of Transportation
Attn: Gary Darling
455 Airport Rd SE Bldg. B
Salem, Or 97301

If you have any questions or concerns, please feel free to contact me directly at (503) 986-2620 or by email at gary.darling@odot.oregon.gov. Thank you for your cooperation in this matter.

Sincerely,

Gary Darling
Right of Way Agent

City Council Meeting
Monday, October 7, 2024
Page 110 of 118

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

- There will be no changes to public utilities to the property.
- Public utilities will be reconnected to improvements on the remainder property, except for the following: _____.
- Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: _____.
- Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

- Access to the remainder property will remain the same.
- There will be no access to the remainder property.
- Access to the remainder property will remain the same, except for the following access:

Access #1 located at: _____, is modified, relocated or closed as a result of:

- the access modification letter dated: _____ (attached)
- this Project as follows: _____.

Access #2 located at: _____, is modified, relocated or closed as a result of:

- the access modification letter dated: _____ (attached)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____ (attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **NA**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **NA**.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

The State will not occupy the three year temporary easement for more than one year.

The portion of the sidewalk within the easement areas is connected to the public sidewalk; it will be replaced by the project. Also, the over-hanging awning and the building face will be preserved/protected by the project.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the

property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION



06/21/2024

Regina Thompson

Date

City of Dallas, Oregon, an Oregon municipal
corporation

Date

PERMANENT EASEMENT

CITY OF DALLAS, OREGON, an Oregon municipal corporation, Grantor, for the true and actual consideration of \$750, does grant unto the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a permanent easement to construct a public sidewalk upon the property described as Parcel 1 on Exhibit "A" dated November 10, 2023, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except for the purposes stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as Parcel 2 on Exhibit "A" dated November 10, 2023, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 7.5.33BC-12400

Property Address: 988 SE JEFFERSON ST
DALLAS OR 97338

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ____ day of _____, 20____.

APPROVED AS TO FORM:

CITY OF DALLAS, OREGON, an Oregon municipal corporation

By: _____

By: _____
Authorized Signer

STATE OF OREGON, County of _____

Dated _____ 20____. Personally appeared _____ who, being sworn, stated that he/she is the _____ of the City of Dallas, Oregon, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the _____ day of _____, 20____.

Notary Public for the State of Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

Parcel 1 – Permanent Easement for Sidewalk

A parcel of land lying in the SW¼NW¼ of Section 33, Township 7 South, Range 5 West, W.M., Polk County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to City of Dallas, Oregon, an Oregon municipal corporation, recorded August 9, 2016, as Document No. 2016-008668 of Polk County Deed Records; said parcel being that portion of said property lying Westerly of a line at right angles to the center line of SE Washington Street at Engineer's Station "W" 10+65.00 and included in a strip of land 51.00 feet in width lying on the Northerly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "W" 10+00.00, said station being North 79°03'44" East, 1012.51 feet from the Most-Southerly SW Corner of the Solomon Shelton D.L.C. No. 52, Township 7 South, Range 5 West, W.M.; thence North 89°29'43" West 100.00 feet to Engineer's center line Station "W" 11+00.00.

Bearings of above descriptions are based on the Oregon
Coordinate Reference System, Salem Zone, NAD 83 (2011) Epoch 2010.00

This parcel of land contains 24 square feet, more or less, outside the existing right of way.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the SW¹/₄NW¹/₄ of Section 33, Township 7 South, Range 5 West, W.M., Polk County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to City of Dallas, Oregon, an Oregon municipal corporation, recorded August 9, 2016, as Document No. 2016-008668 of Polk County Deed Records; said parcel being that portion of said property lying between lines at right angles to the center line of SE Washington Street at Engineer’s Stations “W” 10+50.00 and “W” 10+77.00, and included in a strip of land variable in width lying on the Northerly side of said center line, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
“W” 10+50.00		“W” 10+54.00	40.00 in a straight line to 43.00
“W” 10+54.00		“W” 10+63.00	43.00
“W” 10+63.00		“W” 10+77.00	53.00 in a straight line to 59.00

EXCEPTING therefrom Parcel 1.

This parcel of land contains 67 square feet, more or less, outside the existing right of way.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED 2024.04.11
09:17:42-07'00'

OREGON
JULY 10, 2018
DEREK ALLEN FEIGEL
77555

RENEWS: 12/31/2025