



City Council
October 6, 2025
6pm

Newberg Public Safety Building 401 E. Third Street
Denise Bacon Community Room

Online: <https://us06web.zoom.us/j/89536547180>

[Public Comment Registration](#)

[View Slides](#)

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- 1. Call to Order**
 - 2. Roll Call**
 - 3. Pledge of Allegiance**
 - 4. [City Manager Report](#)**
 - 4.1. [September Narrative](#)**
 - 5. Public Comments**
 - a. [General Written Comment: Martin](#)
 - 6. Consent**
 - 6.1. [Purchase of a New Bucket Truck](#)**
 - a. [Exhibit A: Global Rental Co. Inc. Quote](#)
 - b. [Exhibit B: Newberg Sourcewell Membership](#)
 - c. [Exhibit C: Altec Sourcewell Contract](#)
 - 7. Continued Business**
 - 7.1. [Review Draft SB 1537 Urban Growth Boundary Expansion Solicitation](#)**
 - a. [Presentation](#)
 - 8. New Business**
 - 8.1. [Committee Appointments](#)**
 - a. [Attachment 1: Applications](#)
 - 8.2. [City Manager Employment Agreement](#)**
 - a. [Exhibit A: Proposed Contract](#)
 - 8.3. [City Manager Review Process](#)**
 - a. [Exhibit A: Preview Process](#)
 - 8.4. [City Manager Succession Plan](#)**
 - 8.5. [Library Surveillance Policy](#)**
 - a. [Exhibit A: Surveillance Policy](#)
 - b. [Presentation](#)
 - 8.6. [Records Policy](#)**
 - a. [Exhibit A: Data Control Plan v1.0](#)
 - 9. Adjournment**

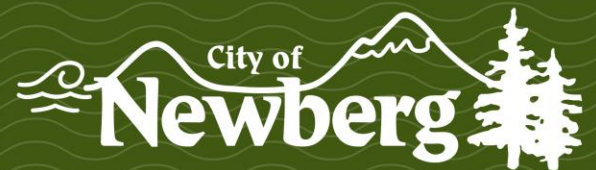


ADA Statement: Contact the City Recorder's Office for physical or language accommodation at least 2 business days before the meeting. Call (503) 537-1283 or email cityrecorder@newbergoregon.gov. For TTY services please dial 711.

*Indicates supplementary item

Newberg CM report

Monthly Events for September 2025



Community Engagement

September was jam-packed with outreach and engagement opportunities for all areas of the City!

- This month was National Preparedness Month, so the city shared resources on emergency preparedness and encouraged folks to sign up for Everbridge emergency alerts.
- CE created signage for the Library during its temporary closure and shared information to the City's website and social media to increase awareness.

Community Engagement

- We supported recycling efforts by sharing some new resources from RecycleOn Oregon educating residents about new recycling standards.
- We worked with the City Recorder's team to get the word out about Volunteer Committee Recruitment, which is currently ongoing!

In the social media realm, CE saw high levels of engagement on a few posts, including:

A highlight featuring some improvements to downtown Newberg, part of Operation Curb Appeal. (photos attached on the next pages)

Street signs replaced (Thanks Will, Tyler, and Dillon!)



Tree Grates Repaired (Thanks Dani!)



New barrels placed (Thanks CPRD!)
&
Thanks to the GFU Serve day - ladies
Volleyball team who painted them!



Community Development Happenings

- West Branch Apts (96 units) at Hays/Springbrook construction may begin soon
- Encore '77 Taphouse now open in Crestview Crossing
- Work has started for the new pickleball courts at Jaquith Park
- Ordinance updating Construction Noise Hours adopted
- Developing monthly Key Performance Indicators report for Planning and Building - targeted January launch

Library Events

- The Library was closed September 2-6, 2025 as the work was started to repair the library's front steps and ramp.
- While closed for the week library staff worked hard completing indoor work including painting, moving shelving and books, collection integrity, cleaning, and more
- New carpet was also installed in several areas during the closure



More from Libraryland

- New programming has started for the fall, including “Read to a Dog” which has been a great success
- Author Dr. Jim Moore joined us at the library for a talk about the subject of his book, Oregon Republican Governor, Vic Atiyeh
- The popular mini book making party was back this month by popular demand!



NDPD Happenings

- We Celebrated Air Force's Birthday with Cake and Ofc. Dickerson (Air Force veteran)
- K-9 officers putting the training hours in with their partners Tango and Ike
- Huge congratulations are due to K-9 Officer P. Rapet for becoming an official Oregon Police Canine Association patrol dog trainer. This requires a lot of K-9 experience to even apply followed by a probationary period, an interview, and the sponsorship of existing state dog trainers.

Ike and Tango are good boys:



Air Force Birthday:

What branch of
The service had
The best cake??



More NDPD Happenings

- Corporal Linck completed his first Ironman event in the 60 to 64 bracket, this includes a 1.2 mile swim, a 56 mile bike section and a 13.1 mile run. He finished with time to spare! He is already training for next year. What an inspiration!
- Officers attended the annual Night to Shine event. Night to Shine is an event that celebrates the worth and value of people with special needs. This event enables churches to host a prom-like event reaching people in our community.



Our Iron Man !



Night to Shine

Finance Happenings

For the month of September Finance did the following:

- Finance team is working on a new purchase card policy (still in draft form and working through edits among the finance team)
- Court is beginning the process to interface the court system with DMV's to send electronic convictions (vs. sending paper through the mail) for better efficiency
- Finance is still prepping for the upcoming audit in October
- Finance and CDD met to discuss Opengov's capabilities for invoicing for certain revenues (such as TLT payments)

HR Events

- HR attended the Barran Liebman 2025 Annual Labor Seminar
- Participated in the Robert Half HR Networking Roundtable
- Distributed pre-open enrollment benefit updates to all staff including education about the city's upcoming enhanced life and long-term disability plans.
- Better plans for lower prices!

City Recorder / Administration

- Dillon and Rachel attended the annual conference of the Oregon Association of Municipal Recordors
- 58 boxes and 38 rolled plans sent for scanning, digitization is coming into the final stages
- Flew past our annual record number of Public Record Requests, with 3 months left in the year!
- Trained staff on updated AV equipment for Denise Bacon room and updated relevant procedures.
- Finalizing details for the upcoming Employee Appreciation event and City County Dinner

Emergency Management

- Coordinated Employee ICS 300 & 400 registration. (Held at no cost to City by TVFR)
- All Staff working in the EOC, directing response teams or Field Incident Command must have 300 and/or 400 as part of state credential requirements
- Genasys Evacuation: County Kick-off scheduled Sept 30th. Newberg workgroup will develop zones and routes. City work groups include NDPD, NEWCOM, TVFR, PW, GIS, PA with input from CPRD & schools

Emergency Management Training

A wave of new trainings either just occurred or are about to occur.

- Orientation Training 4: Public Works, City Hall, Newcom, Library
- Safety Trainings 2: Public Works, Library
- City Wide CPR AED Narcan & PW Only CPR AED w BBP & First Aid
- TBA
- City Wide Bloodborne Pathogen - TBA
- First Aid - TBA

PW Operations Wastewater – A Few Recent Things

- August WW Treated = 60.053 mg
- Average Daily WW treated = 1.937 mg
- Reuse water to Chehalem Glenn Golf Course = 11.696 mg
- 0.40 inches of rainfall per our weather station at the WWTP

PW Operations Wastewater– A Few More Recent Things

- Completed a rebuild of a raw water pump for our reuse system
- Completed oil changes on the dehydration unit
- Replaced 2 failed valves in a pump room (pictures below)



PW Operations Water– Recent Things

- Completed annual nitrate sampling
- Completed quarterly safety inspection and annual fire extinguisher service
- Replaced last original Hypochlorite cell. All cells have been replaced in 2025
- Repaired water leak at reservoir chlorine analyzer
- Resealed Hypochlorite dosing pumps 1, 3 & 4
- Repaired failed reservoir level transmitter

PW Operations - Well 4 equipment removal and abandonment process:



Installing New Thermoplastic Pavement Markings Parking Stalls Howard St by City Hall



PW Just Some of the Many Maintenance Recent Events

- Sewer Mainline Pipe Cleaned 645 Ft
- Sewer Mainline Pipe Inspected 805 Ft
- Storm Pipe Cleaned 565 Ft
- Storm pipe video 565 ft
- Miles of Street Swept 54 miles
- Street Sweeping Debris Removed 35 Cubic Yards
- Water Valves Exercised 44
- Water Mains Flushed 690 ft

Replaced 2" Meter Wheeler Sports Center - GFU



1.5" Meter Installation Collina Subdivision



**Fire Hydrants –
Trimming for Access
& Painting**



Before



After!

N. Sitka St. 6" Water Main Break Repair



Repairing Sewer Service Lateral on South College



So that's it for smashing September!

As you can see, residents' tax dollars have been hard at work as usual.

Questions?

I remain concerned about the ethics of Mayor Rosacker's promotion of the SPARK Newberg program from his position as mayor. I was dismayed and a little put off during the 9/15/25 city council meeting when Mayor Rosacker grilled the representative from YCAHC with questions about their program's compliance with the CET fund's 60-year affordability rule and 30% of 80% of AMI for housing costs.

Mayor Rosacker openly stated he was asking those questions because of the upcoming discussion about "another project" (i.e. SPARK Newberg). Clearly, he was fishing for information that he could use to further SPARK Newberg's interests, not the City of Newberg's or its residents'. He appeared to be trying to find "wiggle room" that would allow SPARK Newberg to avoid the 60-year affordability rule and the 30% of 80% housing cost restriction. **THE BIG QUESTION IS, WHY? Is SPARK Newberg looking to eventually turn the housing they build into a profit-driven enterprise? How much was SPARK Newberg planning to charge its program participants in order to make this scheme financially feasible?**

I am uncertain how this clear conflict of interest is being allowed to continue. The mayor has now repeatedly "recused" himself from deliberation and decision, but only after he has inserted his opinions and promoted the interests of SPARK Newberg. Clearly, he has worked to use his position as Newberg Mayor to influence the rest of the council's decision on this issue.

Conflict of interest issues aside, I am concerned about the contract deliberation portion of the meeting:

1. **It is astounding that Councilors McBride and Kilburg did not want to put any guardrails or constraints on SPARK Newberg (a BRAND new non-profit), such as requiring them to meet the 60-year affordability rule or have a succession plan if the organization were to go under or not even get off the ground.** Yet, other organizations, such as Habitat for Humanity have such plans. In fact, per Norm Daviess a Habitat volunteer:
"Habitat puts land in a land lease to make the land affordable housing forever. Need to do that when using state funds. And, funders like this assurance that their money will forever be used only for affordable housing. Also, should the affiliate fail, which isn't going to happen, our assets must go to another non-profit focused on affordable housing."
 - a. Perhaps the council or city attorney should reach out to Habitat's Executive Director, Shannon Selah, for more info on how they manage to meet these seemingly onerous requirements.
2. Why is no council member questioning the fact that if housing-related costs have to stay at 30% of 80% of AMI (or approximately \$2275/month for a household making \$91,000/year), and SPARK Newberg charges a monthly fee approximately equivalent to this (as it has said), it will make this "affordable housing" initiative absolutely UNAFFORDABLE for anyone making less than \$91,000/year. Further:
 - a. Full-time minimum wage earners making \$15/hr. only gross \$2600/month or \$32,000/yr. 30% housing-related costs for these people caps at \$780/month.
 - b. A full-time worker making \$30/hr. only gross \$5200/month or \$6400/yr. 30% housing-related costs for these people caps at \$1560/month
 - c. This program would be virtually useless to 1-3 person households as they either would not make enough to afford the monthly fees (not to mention the eventual mortgage payment) or they would make more than the AMI for their family size.

3. Why is the council so blatantly hypocritical when it comes to which projects they *are* willing to set guardrails for (the Peace Trail project which would have helped a truly struggling demographic) and which ones they are willing to so easily give \$740,000(!!!) with nothing but good faith assurances and a handshake (SPARK Newberg where the mayor is on the board)??
4. Why has the city council not openly addressed the concerns that members of the community like myself and members of the Affordable Housing Commission have raised about the awarding of the funds to SPARK Newberg? Completely ignoring these concerns certainly gives the impression that the council doesn't feel that they should be accountable to the community.

I expect better from the city council than the strong appearance of favoritism, classism and cronyism that is taking shape. I do not have anything personally against the mayor or the other major players involved in SPARK Newberg. However, as a Newberg taxpayer and voter, I do not like the mayor's conflict of interest and the wishy-washy application of restrictions or guardrails to projects that are not favored by the mayor or conservative parties on the council. Objectivity and fairness should not be so easily swept aside.

I also do not like affordable housing grant money being used as way to "build wealth"-- for people who are already housed and doing reasonably well financially--at the expense of the growing number of Newberg residents who struggle to have stable housing. The city has continually failed to truly and wholeheartedly push for affordable housing. Instead we've seen the city offering developer incentives that increase developer profit but don't result in more affordable housing and, now, awarding "affordable housing" funds to projects that don't actually provide affordable housing to the people who need it.

They say a rising tide lifts all boats. We should be elevating those at the bottom whenever possible, if we want Newberg to truly be "A Great Place to Grow" for all people. If your most pressing question is, "Can we get sued for our decision?" and not "Is this program going to help the Newberg residents who need it the most?", your priorities are way off base.

I expect better from the City of Newberg and its leaders. Just because you can't get sued for all of this doesn't mean you're doing the right thing.

Sonda Martin
Newberg resident and homeowner

REQUEST FOR COUNCIL ACTION



Date Action Requested: (October 6, 2025)

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Information <input checked="" type="checkbox"/> Proclamation <input type="checkbox"/>	
Subject: CM narrative for September 2025 events	Staff: Will Worthey CM Department: Administration
Work Session <input type="checkbox"/> Business Session <input checked="" type="checkbox"/>	Order On Agenda: CM report

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action: NA

Recommendation: NA

Executive Summary: The summary of events conducted by city departments in September of 2025.

Fiscal Impact: All were conventionally budgeted items.

Council Goals:

Goal 4: Create and maintain a high level of transparency with our residents in order to build trust.

O1: Expand communication outreach in regard to regular city events and additional involvement with city businesses by the end of 2026.

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐

No. 2025-3992

Subject: Authorizing the City Manager to purchase one (1) Altec Model AT40G Articulating Telescopic Aerial Bucket Truck from Global Rental Company Inc. in the amount of \$176,173.00

Staff: Russ Thomas
Department: Public Works

Business Session

Order On Agenda: Consent

Hearing Type: Administrative

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation:

Adopt Resolution No. 2025-3992 authorizing the City Manager to approve the purchase of one (1) Altec Model AT40G Articulating Telescopic Aerial Bucket Truck from Global Rental Company Inc. in the amount of \$176,173.00

Executive Summary:

1. The Public Works Division currently has a 30-year-old Altec Model AT 250G rotating Aerial platform, mounted on a 30-year-old (1995) Ford F-350 diesel powered chassis. The bucket truck is used on a frequent basis to perform regular maintenance on city building, facilities, lights, and other activities that require a mobile aerial work platform to be reached.
2. The bucket truck is used for routine and periodic maintenance and repair functions that are elevated and cannot be done safely without the use of a mobile aerial work platform. The activities include work done on various city facilities, exterior lighting repairs, removal of hazardous limbs over the public right of ways, tree trimming, changing and repair of city banners and hardware, and installation of annual holiday decorations. The use of conventional means such as ladders or scaffolding for these activities requires additional time, safety measures, and manpower, that can be done safely, quickly, and easily by utilizing a bucket truck.
3. Industry standard for serviceable life of vehicle mounted aerial platforms (buck trucks) is fifteen years. Due to the city's comprehensive maintenance, it has significantly exceeded the normal fifteen (15) year operational life expectancy. The 30-year-old Altec Model AT 250G rotating aerial platform mounted on a 1995 Ford F350 truck is no longer supported by Altec for OEM factory parts and all repairs must be done with after-market parts. Due to this, the Altec Model AT 250G

aerial platform can no longer be recertified to comply with OSHA 1910.333(c)(3) safety standards that are required when operating near energized electrical equipment, further restricting its use to very limited maintenance activities. The pedestal and telescoping boom have hydraulic system leaks and with continued use will require a major overhaul and replacement of the hydraulic connections and hoses.

4. The 1995 Ford F350 vehicle that the aerial platform is mounted on is beginning to experience engine and other mechanical issues, increasing operational costs for maintenance and repairs. The current pedestal and boom only allow for 300-degree rotation in one direction and must be reversed to be able to work beyond this limit. The height of the work platform is limited to 35 feet, further limiting its current uses that a bucket truck with a higher work platform would allow.
5. Public Works Maintenance Staff have inspected and reviewed various manufacturers truck mounted aerial platforms and have recommended the Altec Model AT40G Articulating Telescopic Aerial Bucket Truck from Global Rental Company Inc. The unit will meet all current and anticipated future needs, increase the working height by eight (8) feet, provide full 360-degree rotation in either direction, with an articulating extendable boom and bucket, and meets current OSHA 1910.333(c)(3) electrical safety standards for aerial work platforms.
6. Global Rental Company Inc. is a subsidiary of Altec, and has provided a quote of \$176,173.00 for the purchase of one (1) new Altec Model AT40G Articulating Telescopic work platform, mounted on 2026 Ford F350 chassis, that is properly sized for the Altec unit, with pricing under the Sourcewell national cooperative purchase agreement

Fiscal Impact:

Funding for the replacement of the bucket truck at a cost of \$176,173.00 is an anticipated and scheduled equipment replacement in the approved FY2025-2027 budget.

Without replacement of the bucket truck, the city would need to rent a bucket truck numerous times throughout the year to maintain the current level of service. Rental costs for currently scheduled activities and uses would exceed \$40,000 per year, not including additional costs for fuel and insurance, or any other unforeseen or unscheduled needs and would significantly impact the FY 2025-2027 operations and maintenance budgets.

Council Goals:

Goal 1 – Exceptional Customer Service:

Replacement of the 30-year-old bucket truck will allow Public Works Maintenance to continue to meet the established change out schedule of the downtown banners, installation of holiday decorations, maintenance and repair of exterior lighting on city facilities and public parking areas, safely trim trees and respond to citizen notification of dangerous and hazardous limbs over public ROW. These activities maintain and improve the community's visual appeal through the street banner program and the annual installation of holiday decorations.

Goal 3 – Enhance Community Safety:

The maintenance and repair of exterior light at city facilities and parking areas, trimming of trees and removal of hazardous and dangerous limbs over the public ROW improves overall nighttime visibility, removes potential hazards that can damage vehicles, and removes the potential of limbs that could fall, injuring pedestrians, or damaging vehicles.

Goal 5 – Implement a Careful and Prudent Fiscal Policy:

Anticipated, planned, and budgeted timely replacement of equipment prevents unforeseen costly emergency repairs, and reduces expenses for maintenance, repair, and operational costs.

Goals 6 and 7 – Revitalize and beautify the Appearance and Utility of Newberg's Downtown Area, Preserve the Balance between the needs of the Tourism Industry and preserving the character of our town:

Use of the bucket truck provides a safe, quick, and effective vehicle for the scheduled changeout of the downtown street banners and installation of the holiday decoration, continued maintenance and repair of the exterior lighting of City Hall, Library, public Safety Building, public parking area lighting, and downtown street trees, all of which maintains the attractive appearance and character of the downtown area, encouraging civic pride and encourages visitors to support the local tourism industry.

RESOLUTION No. 2025-3980

A Resolution authorizing the City Manager to purchase one (1) new Authorizing the City Manager to purchase one (1) Altec Model AT40G Articulating Telescopic Aerial Bucket Truck from Global Rental Company Inc. in the amount of \$176,173.00

Recitals:

1. The City of Newberg currently has a 30-year-old bucket truck that is an Altec Model AT 250G rotating Aerial platform, mounted on a 30-year-old (1995) Ford F-350 diesel powered chassis that is used on a frequent basis to perform regular maintenance on city building, facilities, lights, and other activities that require a mobile aerial work platform to be reached.
2. The 30-year-old bucket has reached the end of its operational service life for the city, significantly exceeding the normal fifteen (15) year service life, and can no longer be recertified to comply with the required OSHA 1910.333(c)(3) safety standards to operate near energized electrical wires and equipment.
3. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance -NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
4. The agreement with Sourcewell provides for competitive state bid prices to purchase items such as the Altec Model AT40G Articulating Telescopic Aerial Bucket Truck. The City of Newberg received the Sourcewell competitive bid from Global Rental Company Inc. in the amount of \$176,173.00. Funding for this purchase is in the approved FY 2025-2027 budget.

The City of Newberg Resolves as Follows:

1. The City of Newberg entered into an Interagency Cooperative Purchasing Agreement with Sourcewell (formally the National Joint Powers Alliance - NJPA) effective March 20, 2012. The Sourcewell cooperative agreement complies with the State of Oregon Public Contracts and Purchasing Rules per ORS Chapter 279A and the City of Newberg Municipal Code Chapter 3.25 regarding Public Contracts and Purchasing.
2. Sourcewell developed specifications and documents for a request for proposals (RFP) for Public Utility Equipment with Related Accessories, solicited bids, and awarded Altec Industries Inc. a purchase contract for aerial Devices with standard service bodies (Bucket Trucks).

3. Global Rental Company Inc is the authorized Altec Industries Inc. local manufacturer's representative, providing a purchase quote of \$176,173.00 for one (1) new Altec Model AT40G Articulating Telescopic Aerial Bucket Truck.
4. The city manager is authorized and empowered to sign all necessary documents, do all necessary acts, and enter into all necessary contracts or agreements for the purchase of one (1) new Altec Model AT40G Articulating Telescopic Aerial Bucket Truck, from Global Rental Company Inc.

Effective Date of this resolution is the day after the adoption date, which is: October 7, 2025.

Adopted by the City Council of Newberg, Oregon, this 6th day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor



Quote Number: 84202501
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 8/4/2025

Quoted for: City of Newberg
Quoted by: Steven Ball
Phone: / Email: (206) 677-6852 / steven.ball@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
AT40-G 4x4		\$150,442	\$155,095	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				
SOURCEWELL OPTIONS TOTAL:		\$150,442	\$155,095	3%

(A.) OPEN MARKET ITEMS (Customer Requested)			
1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2025 model year in lieu of 2023	\$17,499
8	OTHER		
9			
OPEN MARKET OPTIONS TOTAL:		\$17,499	

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$167,941
Delivery to Customer: \$8,232
TOTAL FOR UNIT/BODY/CHASSIS: \$176,173

(C.) ADDITIONAL ITEMS (items are not included in total above)			
1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.50/ mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

*This quote does not include City, County, State or Federal taxes.

Russ Thomas

From: Russ Thomas
Sent: Monday, September 22, 2025 7:56 AM
To: Russ Thomas
Subject: RE: Bucket truck- Updated Altec Quote Date

From: Pat Madden <Pat.Madden@altec.com>
Sent: Monday, September 22, 2025 7:37 AM
To: Bryan Jones <bryan.jones@newbergoregon.gov>
Subject: Re: Bucket truck

Good Morning Bryan,

Altec will honor the original Sourcewell quote up until 12/31/2025.

Please let me know if you have any questions.

Pat Madden
Account Manager
Altec
13817 NE Sandy Blvd.
Portland, OR 97217
mobile: 360-606-0616

For updates, please visit:

Altec.com
[Facebook](#)
[LinkedIn](#)
[Instagram](#)

From: Bryan Jones <bryan.jones@newbergoregon.gov>
Sent: Monday, September 22, 2025 7:35:05 AM
To: Pat Madden <Pat.Madden@altec.com>
Subject: RE: Bucket truck

Good morning! I have been told that I either need an updated quote or an e-mail stating that you will honor the original quote. The quote we have will be past the 45 day mark when it goes to council.

Thanks

Bryan Jones
Fleet Maintenance Supervisor

City of Newberg
Public Works Maintenance
500 W Third St.



FOR NEW EQUIPMENT SALES, CALL
800.958.2555
 TO SPEAK WITH AN ALTEC REPRESENTATIVE
 or visit us online at altec.com

 **Altec**
 TELESCOPIC ARTICULATING
 AERIAL DEVICE

FEATURES

- Telescopic Articulating Aerial Device
- Compensated Articulating Arm
- Hydraulic Boom Extension
- Altec ISO-Grip® Control System
- Low Power Fiber Optic Control System
- Fully Metered 4-Function, Single-Handle Upper Control
- Platform Access from Ground
- Composite Platform Mounting Bracket
- Insulating, ANSI Category C
- Hydraulic Platform Leveling System
- Emergency Lowering Valve at Platform
- Platform Leveling at Upper and Lower Controls
- 180° Platform Rotator
- Tool Circuit at Platform
- Open-Center Hydraulic System
- Easily Mounted on 19,500 lb (8,845 kg) GVWR Chassis
- Outrigger Boom Interlock System (with Outrigger Option)
- Outrigger Motion Alarm (with Outrigger Option)
- Back Up Alarm

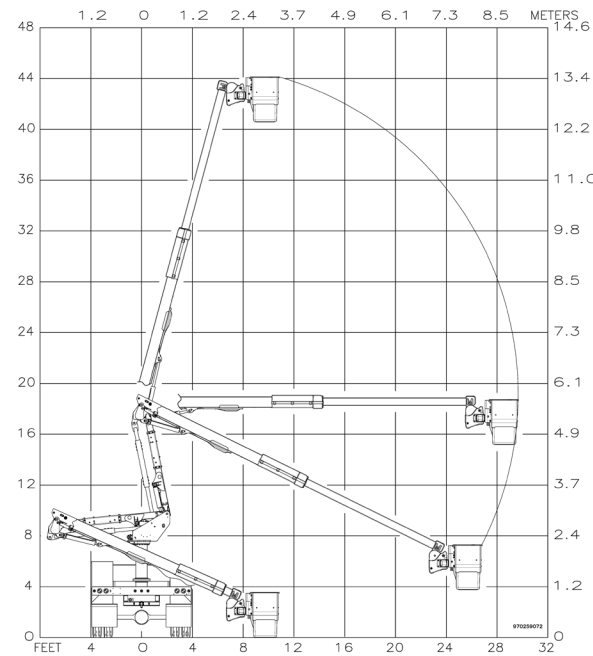
OPTIONS

- ISO-Boom Offering ANSI Category C Isolation with Boom Retracted
- Outriggers, Vertical
- Hybrid Adaptation Available with Standard Electronic Systems
- Secondary Stowage
- Engine Start/Stop
- Platform Cover
- Tool Circuit at Tailshelf
- 24 x 24 x 42 in (610 x 610 x 1067 mm) Platform
- Altec Platform Load Monitoring

Recommended safety equipment, available through Altec Supply, include a platform liner, fall protection system, wheel chocks and outrigger pads (with outrigger option).

SPECIFICATIONS	Ground to Bottom of Platform* (at Reach from Centerline)	40.6 ft (12.4 m) 10.9 ft (3.3 m)
	Working Height	45.6 ft (13.9 m)
	Maximum Side Reach (at Platform Height)	29.7 ft (9.1 m) 15.2 ft (4.6 m)
	Platform Capacity	400 lb (181.4 kg)
	Platform Dimensions (End-Mount)	24 x 30 x 42 in (610 x 762 x 1,067 mm)
	Articulating Arm Articulation	-5 to 79°
	Upper Boom Articulation	-25 to 75°
	Stowed Travel Height	10.3 ft (3.1 m)
	Rotation	Continuous
	Weight of Machine**	2,543 lb (1,153 kg)
*Based on a 40 in (1016 mm) chassis frame height. ** Weight does not include mounting frame or outriggers.		

REACH DIAGRAM



INCREASED SIDE REACH
29.7 FT (9.1 M)



INCREASED WORKING HEIGHT
45.6 FT (13.9 M)



ISO-BOOM OPTION
FOR ADDED DIELECTRIC INTEGRITY



FIBER OPTIC CONTROLS
WITH FEWER HOSES AND VALVES



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Street-Side Front Corner View



Front View



Street-Side View (Compartments Closed)



Curb-Side Rear Corner View



Rear View



Street-Side Rear Corner View



Curb-Side View (Compartments Closed)



Curb-Side Front Corner View



City of Newberg
PO Box 970
500 W 3rd Street
Newberg, OR 97132-0970

ID# 64098

Is this your organization?

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.



[Sourcewell for Vendors →](#)

Oregon Legal References

Or. Rev. Stat. § 279A.205. Authorization of cooperative procurements.

(1) A contracting agency may participate in, sponsor, conduct or administer a joint cooperative procurement for the procurement of any goods, services or public improvements.

(2) A contracting agency may participate in, sponsor, conduct or administer a permissive or interstate cooperative procurement for the procurement of any goods or services, but not public improvements.

Or. Rev. Stat. § 279A.220. Interstate cooperative procurements.

(1) A contracting agency may establish a contract or price agreement through an interstate cooperative procurement only if:

(a) The administering contracting agency's solicitation and award process for the original contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in ORS 279B.055 or 279B.060;

(b) The administering contracting agency's solicitation and the original contract allows other governmental bodies to establish contracts or price agreements under the terms, conditions and prices of the original contract; and

(c) The administering contracting agency permits the contractor to extend the use of the terms, conditions and prices of the original contract to the purchasing contracting agency.

(2) In addition to the requirements in subsection (1) of this section:

(a) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, must be listed in the solicitation of the administering contracting agency as a party that may establish contracts or price agreements under the terms, conditions and prices of the original contract, and the solicitation must be advertised in Oregon; or

(b)(A) The purchasing contracting agency, or the cooperative procurement group of which the purchasing contracting agency is a member, shall advertise a notice of intent to establish a contract or price agreement through an interstate cooperative procurement.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

Disclaimer:

The information found on the Sourcewell website is provided for educational and informational purposes only. This information contained on the Sourcewell website, including any printed material derived from the website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. [202 12th Street NE | P.O. Box 219 | Staples, MN 56479](mailto:202.12th.Street.NE@sourcewell-mn.gov) [888-894-1930](tel:888-894-1930) | www.sourcewell-mn.gov
Please consult with a qualified attorney regarding any questions.

Information current as of: 2025-01-01

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Except as expressly agreed in the participating addendum or transaction document with the participating entity, all Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions for the direct purchase of new equipment or products must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

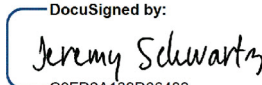
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____


Altec Industries, Inc.

DocuSigned by:

DDB79E9FF5034DA...

By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry	*
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242	*
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction.</p> <p>Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing).</p> <p>We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO.</p> <ul style="list-style-type: none"> • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses</p> <p>Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program.</p> <p>ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program.</p> <p>Motor Vehicle Dealer Licenses in each state where applicable</p> <p>All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing.</p> <p>Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications</p>	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Exelon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017 	*
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Texas Multiple Award Schedule (TXMAS): Over \$1MM</p> <p>Commonwealth of Pennsylvania (Co-Stars): Over \$1MM</p> <p>Michigan MI Deal: Over \$1MM</p> <p>Washington State Purchasing Cooperative: Over \$500k</p> <p>State of Ohio: Over \$500k</p>	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489	*
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443	*
City of Seattle (Member # 25215)	Guy Noren	206-684-0141	*
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M	*
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Altec's Sourcwell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions	*
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.	*
27	Service force.	<p>All employees in our Service Force are employed by Altec Industries.</p> <p>Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible.</p> <p>The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers</p> <p>Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.</p> <p>There is no overlap in our sales and service functions.</p> <p>Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.</p>	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcwell members issue purchase orders directly to us. Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com.</p> <p>Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.</p>	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve.</p> <p>As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support.</p> <p>Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster.</p> <p>We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcewell members	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page"</p> <p>Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information.</p> <p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<ul style="list-style-type: none"> Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> Insulating Aerial Device Non-Insulating Aerial Tree Care Aerial Device Bucket Rescue Digger Derrick Backyard Digger Crane Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <ul style="list-style-type: none"> Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> Customized Altec equipment hydraulic maintenance training International Fluid Power Society (IFPS) Certification training (testing provided by third party) NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	<p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as;</p> <ul style="list-style-type: none"> Fiber Optic Controls Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) Advanced paint systems And many other ways we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: <ul style="list-style-type: none"> JEMS S JEMS SE JEMS LE Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information</p> <p>Industry Organizations affiliations:</p> <ul style="list-style-type: none"> Calstart Clean Cities

43	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.</p> <p>Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.</p>
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44	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment.</p> <p>We can provide full equipment lifecycle solutions, including:</p> <ul style="list-style-type: none"> o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) <p>Canadian and World Wide Availability:</p> <ul style="list-style-type: none"> o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. <p>Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business.</p> <p>Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership.</p> <p>Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently.</p> <p>Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features.</p> <p>ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO).</p> <p>Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain.</p> <p>Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control.</p> <ul style="list-style-type: none"> o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. <p>Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics.</p> <p>Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve.</p> <p>Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos.</p> <p>Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differentiating Vendor.</p> <p>Warranty: Most of our products have a limited lifetime structural warranty.</p> <p>National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter.</p> <ul style="list-style-type: none"> o On-line ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.	*
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.	*
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For equipment purchase prices:</p> <p>2-5 Units: 1% Discount from Contract Price</p> <p>6-10 Units: 1.5% Discount from Contract Price</p> <p>11-19 Units: 2% Discount from Contract Price</p> <p>20+ Units: TBD at Time of Order</p> <p>Note: Units must be identical and ordered at the same time to qualify for quantity rebate.</p>
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.</p>
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract. We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include:</p> <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please and see attached file "Company Information - Altec Subsidiary Information".</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' 	*
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) 	*
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) 	*
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply	*
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - . Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 01:11:48:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 01:11:49:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 01:11:53:00
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 01:11:53:56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 01:11:55:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 01:11:55:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, Contract Specialist, Altec Industries, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1

AMENDMENT #1
TO
CONTRACT # 110421-ALT

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Altec Industries, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective January 12, 2022, through December 27, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

- 1. Line item 2 in “Table 1: Proposer Identity & Authorized Representative” of the Proposal is modified to add the following: “Altec Teupen and Altec Fenex.”
- 2. Line item 3 in “Table 1: Proposer Identity & Authorized Representative” of the Proposal is modified to add the following: “Altec Teupen and Altec Fenex.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 9/22/2024 | 10:23 PM CDT

Altec Industries, Inc.

DocuSigned by:
By: Brooklyn Russell
1F0625CF2D724D8...
Brooklyn Russell
Contract Specialist
Title: _____
Date: 9/20/2024 | 12:23 PM PDT

Altec #110421-ALT

Pricing for contract #110421-ALT offers Sourcewell participating agencies the following discounts:

- Up to a 5% discount off list price
- Up to a 28.6% discount off the typical seller's fee on items purchased through JJ Kane Auctioneers (an Altec Company)

REQUEST FOR COUNCIL ACTION



Order ☐ Ordinance ☐ Resolution ☐ Motion ☒ Information ☐ Proclamation ☐

Subject: Review Draft SB 1537 UGB Expansion Solicitation

Staff: James Dingwall
Department: Community Development

Business Session

Order On Agenda: New Business

Hearing Type: Legislative ☐ Quasi-Judicial ☐ Administrative ☐ Not Applicable ☒

Date Action Requested: October 6, 2025

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action: N/A

Recommendation: Move to direct staff to conduct a formal solicitation for SB 1537 “one-time” UGB expansion sites. Provide any direction on fees required with the application submittal.

Executive Summary: On August 4, 2025, after conducting public notice outreach to potential eligible properties, City Council directed staff to prepare a solicitation of applications for a “one-time” UGB expansion permitted under SB 1537 (2024). The purpose of the October 6 work session is to review the proposed scope for the solicitation.

SB 1537 (2024) provides some minimum requirements for the City’s solicitation of site applications, but also flexibility in the process for review and selection. Before a city may select a site for inclusion in the UGB, the city must provide public notice that includes:

- the city’s intention to select a site for inclusion within the UGB;
- each basis under which the city has determined that it qualifies to include a site under SB 1537; and
- a deadline for submission of applications under SB 1537 that is at least 45 days following the date of the notice.

A copy of the notice will also be sent to Yamhill County, each special district providing urban services within the City’s UGB, and the Department of Land Conservation and Development.

SB 1537 requires that following the deadline for submission applications, the City shall review the applications filed for compliance with the bill, for any completed application in compliance shall provide notice to any residents of the proposed site area who were not signatories to the application, and provide opportunities for public participation in selecting a site. The process for public participation is required to include the at least the following:

- a public comment period;

- one meeting of the city’s planning commission or city council at which public testimony is considered, or one open house; and
- notice on the city’s website or published in a paper of record at least 14 days before the public meetings or open house; and
- consult with, request information from, and provide the opportunity for written comment from the owners of the site, county, any special districts providing urban services to the site, and any public or private utilities serving the site.

Beyond these requirements, the City may include additional review processes or requirements in the solicitation and selection process.

Land Swap Alternative

On July 7, 2025, City Council also received a presentation on the potential de-annexation of property in southwest Newberg and utilizing a separate provision in SB 1537 (2024) that would allow a “land swap” of UGB area. At the time of deliberation of “one-time” UGB expansion applications, Council will also choose between the “one-time” UGB expansion and “land-swap” as the bill only allows the City to utilize one UGB expansion pathway. The City is not required to select a site submitted for the “one-time” UGB expansion and may re-issue a solicitation at a later date if no sites are selected that meet the Council’s goals.

Senate Bill 48 (2025) provided some clarifications to SB 1537 (2024), including that cities are vested in their eligibility to use the provisions of SB 1537 (2024) on the date they provide public notice of a solicitation under the bill. If City Council did not select a site and re-issued a solicitation, the City’s eligibility would be re-evaluated. Staff has determined that based on the timing of previous UGB expansions for residential use in Newberg, the City is eligible until late 2026.

Following discussions with other jurisdictions currently undergoing the SB 1537 “one-time” UGB expansion process, staff recommends the following solicitation process:

	SB 1537 (2024) Solicitation Step	Tentative Timing
Step 1	Public Notice	November 1, 2025
	Solicitation Applications Due	December 31, 2025
	City Review of Submitted Applications <i>(completeness and compliance)</i>	January 2026
	Site Selection	February – March 2026
	Public Comment Period	February 2026
	City Council Work Session	February 2026
	City Council Public Hearing <i>(site selection by resolution)</i>	March 2026

Applicant required to apply for Comp Plan & UGB Amendment within 1 year. Consider requiring an annexation agreement.

Step 2	Concept Plan Refinement	
	Open House	Summer 2026
	City Council Work Session	
	Concept Plan Adoption (fees due after site selection)	Fall 2026
	(Comprehensive Plan Amendment, UGB Amendment – with NUAMC)	
	DLCD Approval	Within 21 days of adoption

Applications will be required to include:

- **Site eligibility** – demonstrating how the site meets the SB 1537 (2024) eligibility requirements.
- **Application requirements** – be completed for each property owner or group of property owners proposing a UGB amendment, include a written narrative demonstrating how the proposal meets the requirements, conceptual level maps or diagrams, specification of the lots or parcels subject to the application, and owner authorization forms and each owner’s signed consent to annexation of the properties if the site is added to the UGB.
- **Conceptual Plan** – For proposed sites larger than 15 net acres, a concept plan is required that includes information on land use (including residential units and the general location of proposed zoning designations, areas to be used for recreation, open space, or public uses, and any commercial areas), a transportation network, compliance with Statewide Land Use Planning Goals, provision of urban services (SB 48 (2025) clarified the assurances required to demonstrate serviceability), and housing affordability.
 - o For smaller additions less than 15 net acres, a conceptual plan is not required to be adopted into the Comprehensive plan if the city has entered into enforceable and recordable agreements with each landowner to ensure the site will comply with the SB 1537 (2024) affordability requirements and a binding agreement with each property owner and other necessary public or private utility providers, local government, or district to ensure the site will be served with all necessary urban services.

Fiscal Impact: Staff time will be required to facilitate the solicitation and review of site applications. If a site is selected, staff time will be required to review a concept plan, if required, and process the UGB expansion application. These costs will be mitigated by requiring the successful proposer to bear the full cost of preparing and implementing their concept plan and any land use applications that may be required.

A successful SB 1537 (2024) application will require a Comprehensive Plan text amendment to incorporate the conceptual plan into the Newberg Comprehensive Plan (if larger than 15 net acres), an

Urban Growth Boundary amendment and Comprehensive Plan map amendment. The adopted 2025 fee schedule includes the following associated land use planning fees:

Comprehensive Plan Text Amendment	\$3,224
Urban Growth Boundary Amendment	\$5,136

Staff time will be required for the concept plan refinement and adoption processes, and staff proposes identifying a “SB 1537” fee in the resolution adopted to select a site based on the existing land use planning fees due prior to beginning the concept plan refinement. The fee would be broken into a portion for the refinement process and portion for the adoption process. If an applicant did not submit applications for the Comprehensive Plan and UGB amendment, only the adoption portion would be refunded.

When the site is annexed following the SB 1537 (2024) process, the City’s established annexation land use planning fees would apply. In 2025, this fee is \$3,010 plus \$286 per acre.

Council Goals: This item is related to:

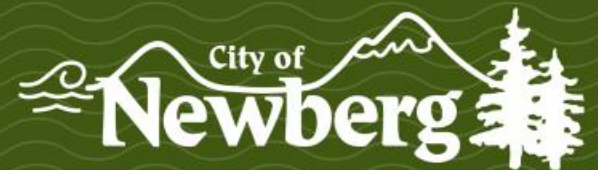
Goal 2. Implement a careful and prudent fiscal policy.

Objective 3. Ensure that the city has a long-term financial plan that supports its goals and objectives.

Continuous Goal E. Further strategic planning and growth with local taxing districts.

SB 1537 UGB Expansion Solicitation Process

City Council Briefing
October 6, 2025



City Council Goals

- *Goal 2. Implement a careful and prudent fiscal policy.*
 - *Objective 3. Ensure that the city has a long-term financial plan that supports its goals and objectives.*
- *Continuous Goal E. Further strategic planning and growth with local taxing districts.*

Staff Recommendation

- Move to direct staff to conduct a formal solicitation for SB 1537 “one-time” UGB expansion sites. Provide any direction on fees required with the application submittal.

Background

- In August 2025, City Council directed staff to prepare a solicitation of applications for a “one-time” UGB expansion under SB 1537 (2024) after receiving interest from potential eligible properties.
- SB 1537 (2024) provides minimum requirements but flexibility for cities to review and select a site. The purpose of this work session is to review the proposed scope for the solicitation.

Process

- Before selecting a site, the city must provide public notice that includes:
 - The city's intent to select a site for inclusion in the UGB;
 - Each basis under which the city has determined that it qualifies to include a site under SB 1537; and
 - A deadline for submission of applications under SB 1537 (2024) that is at least 45 days after the date of the notice.
- The notice will also be sent to Yamhill County, each special district providing urban services within the City's UGB, and the Department of Land Conservation and Development.

Process

- Following the application deadline, the City shall review the application for compliance with the bill, provide notice to any property owners of a proposed site not signatories to the application, and provide an opportunity for public participation in selecting a site.
- Public participation must include at least:
 - A public comment period
 - A meeting of the city's Planning Commission or City Council at which public testimony is considered, or one open house
 - Notice on the city's website or published in a paper of record
 - Consultation with any special districts or public/private utilities

Process

- DLCD Land Exchange Alternative
 - On July 21, 2025, City Council discussed a potential de-annexation and UGB land swap alternative provided in SB 1537. The land swap would be in lieu of the “one-time” UGB expansion. The City may explore both simultaneously, but City Council must choose one pathway at the time of site review and selection.
- The City is not required to select a site and may re-issue the solicitation.
 - SB 48 (2025) clarified that the City’s eligibility is vested at the time of public notice for the solicitation, and a re-issuance would require an updated evaluation of eligibility.

	SB 1537 (2024) Solicitation Step	Tentative Timing
Step 1	Public Notice	November 1, 2025
	Solicitation Applications Due	December 31, 2025
	City Review of Submitted Applications (completeness and compliance)	January 2026
	Site Selection	February – March 2026
	Public Comment Period	February 2026
	City Council Work Session	February 2026
	City Council Public Hearing (site selection by resolution)	March 2026
	<i>Applicant required to apply for Comp Plan & UGB Amendment within 1 year.</i>	
Step 2	Concept Plan Refinement Open House City Council Work Session	Summer 2026
	Concept Plan Adoption (fees due after site selection) (Comprehensive Plan Amendment, UGB Amendment – with NUAMC)	Fall 2026
	DLCD Approval	Within 21 days of adoption

Process

- Application Submittals
 - Site Eligibility
 - Application Requirements
 - written narrative, maps or diagrams, proposed lots, consent of annexation
 - Conceptual Plan
 - Larger than 15 net acres – land use, transportation network, compliance with Statewide Land Use Goals, provision of urban services, and housing affordability.
 - *Less than 15 net acres – not required if City has agreements with each landowner to comply with affordability requirements and agreements with utilities/districts to ensure site serviceability.*

Fees

- 2025 Fee Schedule (+5% technology fee)
 - *Comprehensive Plan Text Amendment* - \$3,224
 - *Urban Growth Boundary Amendment* - \$5,136
 - *Future Annexation* - \$3,010 + \$286 per acre
 - 20 acres: \$8,730
 - 60 acres: \$20,170
 - 100 acres: \$31,610
- Propose a “SB 1537” fee based on land use fees in site selection resolution to include a portion for the Concept Plan refinement and portion for the adoption.

Thank you!

Questions?

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Information <input type="checkbox"/> Proclamation <input type="checkbox"/>	
Subject: Appointment of commissioners to fill vacancies on the Budget Committee, Planning Commission, Rate Review Commission, and Traffic Safety Commission	Staff: Rachel Thomas Department: Admin/City Recorder
Business Session	Order On Agenda: New Business

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Motion to consent to the mayor's appointments as detailed below.

Executive Summary: From time to time, vacancies arise on the various committees that advise council and perform various functions from the city. These are caused by resignations and term expirations. Under the Newberg Municipal Code, the Mayor has the right to appoint members with the consent of the city council.

Recruitment for this round of appointments began in June and the mayor selected the following individuals to serve:

Board, Committee or Commission	Individual	Term Ending
Budget Commission	Joseph Churella	December 31, 2025
Planning Commission	Kayla Maverick	December 31, 2025
Rate Review Committee	Ron Sinicki	December 31, 2026
Rate Review Committee	Mary Meyer	December 31, 2027
Traffic Safety Commission	Steven Hardgrove	December 31, 2027
Traffic Safety Commission	Natasha Luepke	December 31, 2026
Traffic Safety Commission	Hunter Anderson	December 31, 2026

Applications for these individuals are in Attachment 1.

Fiscal Impact: N/A

Council Goals: Committees help meet all the objectives set by City Council!

Budget Committee

City of Newberg, OR | Generated 9/11/2025 @ 11:24:39 PM by OnBoardGOV - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Joseph J Churella	6/22/2025	Newberg, OR 97132		Validated
Yes, I am a resident: Yes				

Joseph J Churella

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status		Board (Rank)	Vacancies	Status
Name	Joseph J Churella	Budget Committee (0)	1	Pending Ratification
Application Date	6/22/2025	Newberg Urban Renewal Agency Budget Committee (1)	1	Appointed
Expiration Date	6/22/2026			
Board Member	Joe Churella			
Status	Validated			

Basic Information

Name
Joseph J Churella

Contact Information

Address
Newberg, OR 97132

Yes, I am a resident
Yes

Email
REDACTED

Alternate email
REDACTED

Cell Phone
REDACTED

Occupation

Employer/Occupation
Intel Corporation/Information Security Investigator

Yes, I am a city employee
No

Registrations/Certifications
International Association of Computer Investigative Specialists - Certified Forensic Computer Examiner

What District are you in?
6

Briefly describe your interest in serving on your selected committee/commission/board.
I've served on the NURA Committee since 2024 and I have a deep interest in how our City works. I don't believe enough Newberg residents take an interest in, or play a part in, how our city operates.

Are you applying to be a student commissioner?
No

If you have served on a City of Newberg committee in the past, please list the year and name of the committee on which you served.
2024/2025 NURA Committee

How would you work collaboratively with community members?
As a community member myself I understand the issues and concerns that members have. I believe collaboration, inclusion and transparency are the foundation to having a supportive community and successful city.

Anything else you would like us to know?
My wife and I moved to Newberg in 2009 because we thought it was the best community in the Portland Metro area to raise a family. We now have 3 children and love the fact that they are growing up in Newberg. I spent almost 30 years as a Portland Police officer and retired in 2022. I've seen first hand what works and what does not work when it comes to city government. I would love to share my experiences and knowledge to keep Newberg moving forward as a safe and thriving city.

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
Other

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Planning Commission

City of Newberg, OR | Generated 9/11/2025 @ 11:24:42 PM by OnBoardGOV - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Facilities Maintenance manager Kayla Nicole Maverick	7/3/2025	Newberg, OR 97131		Validated
Yes, I am a resident: Yes				

Facilities Maintenance manager Kayla Nicole Maverick

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Facilities Maintenance manager Kayla Nicole Maverick
Application Date	7/3/2025
Expiration Date	7/3/2026
Board Member	Kayla Nicole Maverick
Status	Validated

Board (Rank)	Vacancies	Status
Traffic Safety Commission (0)	4	Rejected
Planning Commission (1)	1	Pending Ratification
Budget Committee (2)	1	Rejected
Newberg Urban Renewal Agency Budget Committee (3)	1	On-File
Library Board (4)	1	On-File
Rate Review Committee (5)	3	Rejected

Basic Information

Name	Facilities Maintenance manager Kayla Nicole Maverick
------	--

Contact Information

Address	Newberg, OR 97131
Yes, I am a resident	Yes
Email	REDACTED
Alternate email	REDACTED
Phone	REDACTED
Cell Phone	REDACTED
Business Phone	REDACTED

Occupation

Employer/Occupation	A to Z Wineworks/Facilities Maintenance manager
Yes, I am a city employee	No
Registrations/Certifications	Occupational Health and Safety Certificate CPR/first aid

Briefly describe your interest in serving on your selected committee/commission/board.

Living in Newberg for the past several years I've come to love this town. I want to be more involved and a part of the community in a bigger way.

Are you applying to be a student commissioner?

No

How would you work collaboratively with community members?

I love working with people and connecting! I'm friendly and approachable. It makes me happy to have positive impacts on the people in my community and I love helping others.

Anything else you would like us to know?

I'm a maintenance manager and I'm pretty handy. I also lead the safety committee at where I work. Traffic safety committee sounds really cool!

If you are not appointed at this time, may we keep your name on file?

Yes

How did you hear about this opportunity?

Flyer

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Rate Review Committee

City of Newberg, OR | Generated 9/11/2025 @ 11:24:45 PM by OnBoardGOV - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mary Meyer	7/1/2025	Newberg, OR 97132		Validated
		Yes, I am a resident: Yes		
Ron Sinicki	5/23/2025	Newberg, OR 97132		Validated
		Yes, I am a resident: Yes		

Mary Meyer

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status		Board (Rank)	Vacancies	Status
Name	Mary Meyer	Budget Committee (0)	1	Rejected
Application Date	7/1/2025	Rate Review Committee (1)	3	Pending Ratification
Expiration Date	7/1/2026			
Board Member	Mary Meyer			
Status	Validated			

Basic Information

Name
Mary Meyer

Contact Information

Address
Newberg, OR 97132

Yes, I am a resident
Yes

Email
REDACTED

Cell Phone
REDACTED

Occupation

Employer/Occupation
Retired

Yes, I am a city employee
No

What District are you in?
6

Briefly describe your interest in serving on your selected committee/commission/board.
As a 14 year resident of Newberg, I am committed to the wellbeing and future of our community. I believe this role offers a meaningful opportunity to contribute my experience, perspective and time toward advancing shared goals. Now that I have retired from my full time career, I have more time to focus on my community.

Are you applying to be a student commissioner?
No

How would you work collaboratively with community members?
Mostly by asking a lot of questions to gain better under of the issues at hand and the perspectives of the other members

Anything else you would like us to know?
My career has been in accounting related roles in tech, manufacturing and construction industries.

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
Social Media, Next Door, City Website

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Ron Sinicki

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status

Name Ron Sinicki
Application Date 5/23/2025
Expiration Date 5/23/2026
Board Member Ron Sinicki
Status Validated

Board	Vacancies	Status
Rate Review Committee	3	Pending Ratification

Basic Information

Name
Ron Sinicki

Contact Information

Address
Newberg, OR 97132
Yes, I am a resident
Yes
Email
REDACTED
Alternate email
REDACTED
Phone
REDACTED
Cell Phone
REDACTED

Occupation

Employer/Occupation
Engineer
Yes, I am a city employee
No

What District are you in?
4

Briefly describe your interest in serving on your selected committee/commission/board.
Want to help my city

Are you applying to be a student commissioner?
No

If you have served on a City of Newberg committee in the past, please list the year and name of the committee on which you served.
2018 - CRRC

How would you work collaboratively with community members?
With respect

Anything else you would like us to know?
not that I can think of ...

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
City Website

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Traffic Safety Commission

City of Newberg, OR | Generated 9/11/2025 @ 11:24:49 PM by OnBoardGOV - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Hunter Gregory Anderson	6/30/2025	Newberg, OR 97132		Validated
		Yes, I am a resident: Yes		
Mr. Steven D Hardgrove	6/5/2025	Newberg, OR 97132		Validated
		Yes, I am a resident: Yes		
Natasha Luepke	6/4/2025	Newberg, OR 97132		Validated
		Yes, I am a resident: Yes		

Hunter Gregory Anderson

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Hunter Gregory Anderson
Application Date	6/30/2025
Expiration Date	6/30/2026
Board Member	Hunter Gregory Anderson
Status	Validated

Board	Vacancies	Status
Traffic Safety Commission	4	Pending Ratification

Basic Information

Name
Hunter Gregory Anderson

Contact Information

Address
Newberg, OR 97132

Yes, I am a resident
Yes

Email
REDACTED

Cell Phone
REDACTED

Occupation

Employer/Occupation
Soter Vineyards - Cellar Hand

Yes, I am a city employee
No

What District are you in?
1

Briefly describe your interest in serving on your selected committee/commission/board.
I live downtown and am connected to the people and businesses that go through here. Traffic safety is always a concern with pedestrians. I want to have a hand in making our city safer for everyone to enjoy.

Are you applying to be a student commissioner?
Yes

If you have served on a City of Newberg committee in the past, please list the year and name of the committee on which you served.
No, I have not.

How would you work collaboratively with community members?
I think diversity of thought and background is important to understand a full solution to our cities problems. Listening and learning what works for others and coming up with solutions that benefit everyone is important to me.

Anything else you would like us to know?
I work Monday-Thursday 7-5:30. I have some flexibility with my schedule but would like to know when meetings occur.

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
Social Media

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Mr. Steven D Hardgrove

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status

Name	Mr. Steven D Hardgrove
Application Date	6/5/2025
Expiration Date	6/5/2026
Board Member	Steven D Hardgrove
Status	Validated

Board (Rank)	Vacancies	Status
Library Board (0)	1	On-File
Rate Review Committee (1)	3	Rejected
Traffic Safety Commission (2)	4	Pending Ratification

Basic Information

Name
Mr. Steven D Hardgrove

Contact Information

Address
Newberg, OR 97132

Yes, I am a resident
Yes

Email
REDACTED

Cell Phone
REDACTED

Occupation

Employer/Occupation
in-home caregiver, retired court reporter

Yes, I am a city employee
No

Professional Licenses
RPR (Registered Professional Reporter)

What District are you in?
3

Briefly describe your interest in serving on your selected committee/commission/board.
Recently widowed; want to use the time on my hands to serve the community

Are you applying to be a student commissioner?
No

How would you work collaboratively with community members?
building consensus

Anything else you would like us to know?
I consider myself a person of good will

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
Flyer

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

Natasha Luepke

City of Newberg, OR | Generated 9/11/2025 @ 7:24 pm by OnBoardGOV - Powered by ClerkBase

Status		Board (Rank)	Vacancies	Status
Name	Natasha Luepke	Library Board (0)	1	On-File
Application Date	6/4/2025	Newberg Urban Renewal Agency Budget Committee (1)	1	On-File
Expiration Date	6/4/2026			
Board Member	Natasha Luepke	Traffic Safety Commission (2)	4	Pending Ratification
Status	Validated			

Basic Information

Name
Natasha Luepke

Contact Information

Address
Newberg, OR 97132

Yes, I am a resident
Yes

Email
REDACTED

Cell Phone
REDACTED

Occupation

Employer/Occupation
Office Manager at the Chehalem Cultural Center

Yes, I am a city employee
No

What District are you in?
5

Briefly describe your interest in serving on your selected committee/commission/board.
I would like to be more active in my community. I have the time right now to devote to serving on a committee.

Are you applying to be a student commissioner?
No

How would you work collaboratively with community members?
I enjoy organizing and admin work. I could set up a space for digital collaboration. I would make sure everyone's voice is heard.

Anything else you would like us to know?
Thanks for your time. :)

If you are not appointed at this time, may we keep your name on file?
Yes

How did you hear about this opportunity?
Flyer

Additional Information

Notes

Generated 9/11/2025 @ 7:24 pm

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐

No. 2025-3996

Subject: City Manager Contract Agreement

Staff: Will Worthey

Department: Administration

Business Session

Order On Agenda: New Business

Hearing Type: N/A

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Approve Resolution 2025-3996 approving the proposed contract between Mr. Will Worthey and the City of Newberg for continued employment as City Manager.

Executive Summary:

The current 4 year contract for City Manager Will Worthey will terminate on May 19, 2026. The City Council desires to extend the employment relationship with Mr. Worthey for another 8 years.

Fiscal Impact: Salary and benefits to be discussed in open session.

Council Goals: This resolution will help facilitate all Council Goals.



RESOLUTION NO. 2025-3996

A Resolution approving the proposed contract between Mr. Will Worthey and the City of Newberg for continued employment as City Manager.

Recitals:

1. WHEREAS, the City of Newberg has a Council – Manager form of government, and
2. WHEREAS, the City Council to continue their employment relationship with Mr. Will Worthey, and,
2. WHEREAS, a new contract is needed to extend the employment relationship.

The City of Newberg Resolves as Follows:

1. The City will enter into an employment agreement with Mr. Will Worthey for an additional eight years.
2. The City Manager's contract will be executed as seen in **Exhibit A**.

Effective Date of this resolution is the day after the adoption date, which is: October 7, 2025.

Adopted by the City Council of Newberg, Oregon, this 6th day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor

CITY OF NEWBERG
EMPLOYMENT AGREEMENT—CITY MANAGER

This Employment Agreement (the “Agreement”) made and entered into this 19th day of May 2026, by and between the City of Newberg (the “City”) and Will Worthey (“Employee” or the “City Manager”). The City and Employee may be referred to individually, as a “Party,” and collectively, as the “Parties.” In consideration of the mutual promises and other considerations set forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Duties

The City hereby agrees to employ Employee as the City Manager of the City of Newberg to perform the functions and duties specified in City ordinances and the job description attached as Exhibit A, and to perform such other legally and ethically permissible and proper duties and functions as the City Council (the “Council”) shall assign from time to time. Employee shall devote full time to the performance of his duties.

Employee agrees to faithfully and diligently perform his duties as City Manager, devoting all of his working time, attention, and skill to the duties and responsibilities as City Manager, and accept no outside employment without the express permission of the City. Employee further agrees to abide by all applicable laws and regulations, as well as any and all City ordinances, procedures and policies in effect during his employment including without limitation the State of Oregon Ethics laws and the ethics requirements of the City of Newberg.

B. Term

This Agreement shall be in effect from the first day of employment, which is May 19, 2026, (the “Term”) until June 30, 2034, unless this Agreement is terminated as provided in Section F of this Agreement. In the event Employee wishes to voluntarily resign the position during the Term, Employee shall be required to give the City not less than six weeks’ written notice of such intention, unless such notice is waived by the Council. Employee will cooperate in every way to facilitate a smooth transfer to the newly appointed City Manager.

C. Salary

Employee's initial annual salary will be One Hundred Eighty-Eight Thousand Dollars (\$188,000), less lawful payroll deductions, paid according to the City's usual payroll practices and procedures. Subsequent salary increases are at the sole discretion of the Council and may occur, either in connection with the Employee's annual review or in accordance with any applicable step schedule adopted by the City or otherwise where such increase may be applicable to City employees generally, including any cost-of-living adjustments. At a minimum, Employee shall receive the standard cost of living increase issued to all non-represented exempt employees for the relevant year on the anniversary date of this contract.

In addition to any ongoing dialogue between the parties, the Council will conduct an annual performance review to evaluate and assess Employee's performance as City Manager, each year during the Term.

D. Benefits

1. Health, Welfare, and Retirement. Employee shall be entitled to receive the same retirement, insurance, vacation, and sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended by the City in the future, as applied to any other department head under the City's policies, in addition to any benefits enumerated specifically for the benefit of Employee as provided in this Agreement.

2. Professional Development. Subject to prior approval of Council except where otherwise expressly provided by the City's policies applicable to any other department head, the City will reimburse Employee for expenses incurred by Employee for:

- a. professional and official travel necessary to represent the City at conferences or meetings of national and state committees or commissions on which the City Manager serves as a member, and said membership on said state commissions or committees; and
- b. such other official meetings or travel as is reasonably necessary for the professional advancement of the City Manager.

3. Membership Dues and Subscriptions. The City will budget and pay for reasonable and necessary expenses incurred by Employee for Employee's professional growth and advancement including (a) Employee's membership in national, regional, state, and local associations, and (b) subscriptions to business and professional publications; provided that such expenditures are related to Employee's role and responsibilities for the City and benefit the City. The budgeted amount for Employee's membership dues and subscriptions will be authorized annually by the City budget committee and will not exceed \$5,000 for the first year of Employee's contract.

4. Retirement Contributions. Employee will be enrolled in the Oregon Public Employers' Retirement System (PERS) and Employer will make all the appropriate contributions on the Employee's behalf consistent with contributions made to other exempt, non-represented City employees, which includes the pick-up of the Employee 6% share.

5. Paid Administrative Leave. Employee shall be eligible to accrue and take a minimum of 80 hours of paid administrative leave each fiscal year, in addition to any sick leave and/or vacation to which he is entitled under the City's employment policies.

Any paid administrative leave provided to Employee must be used during employment with the City or is forfeited and will not be paid out at termination except as described in Paragraph G.

E. Professional Liability

To the extent permitted by Oregon law, including the Oregon Tort Claims Act (ORS 30.260 to 30.300), the City agrees that it will defend, hold harmless, and indemnify Employee from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Employee in his individual capacity or in his official capacity, *provided the incident arose while the Employee was acting within the scope of his employment*. If an actual or potential conflict exists regarding the defense of any such claim between the legal position of the City and Employee, Employee may request the City to provide independent legal representation at the City's expense and the City may not unreasonably withhold such approval.

Notwithstanding the foregoing, Employee recognizes that the City shall have the right to compromise or settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee and the Employee is a party to the suit, in which case Employee shall have the right to approve any such settlement or compromise.

F. Termination

1. Termination Without Cause. In accordance with the rules of the City Charter, the City may terminate this Agreement for any reason, without cause, by providing Employee 60 calendar days' written notice that the City is terminating this Agreement. If terminated without cause, Employee shall receive a severance in accordance with Section H.

2. Termination for Cause.

(a). **Definition of Cause.** The City may terminate this Agreement for cause. Employee's employment with the City may be terminated in the sole discretion of a majority of the Council members, subject to the procedures outlined in Section 2(b), on the occurrence of any of the following events:

- i. Workplace violence;

- ii. Employee's conviction, plea of guilty or nolo contendere, or admission of guilt as part of any legal proceeding in municipal, state, or federal court to, any (i) felony, or (ii) crime or civil offense involving moral turpitude, fraud, sexual misconduct, or illegal harassment, illegal discrimination, or illegal retaliation in the workplace;
- iii. Employee knowingly or willfully fails, refuses, or is unable to comply with the written policies, standards, and regulations of the City that are in existence at the time, or willfully fails, refuses, or is unable to comply with any then-current state or federal law, including, without limitation, those regarding ethics, discrimination, harassment, retaliation, and use of City resources;
- iv. Dishonesty, nepotism or other ethics violations as defined by ORS Chapter 244;
- v. A finding by the ICMA Committee on Professional Conduct (CPC) that the Employee has engaged in serious misconduct such as theft or any other act has caused or is reasonably likely to cause material financial damage or substantial injury to the reputation or interests of the City;
- vi. Refusal to follow a lawful order or lawful directive issued by the council of the City of Newberg;
- vii. Employee's material breach of this Agreement where the Council has either (a) determined cure is not possible or (b) provided Employee at least 30 days to cure such breach following written notice of the reason he is considered to be in breach and Council finds that Employee has failed to sufficiently cure the breach.

(b). **Procedure for Cause Termination.** A termination for Cause under section (i)-(vii) shall not be effective unless and until the City (1) provides Employee with ten calendar days' written notice of the City's determination that Cause exists for Employee's termination and specifies the particulars of Employee's conduct in reasonable detail, and (2) gives Employee a reasonable opportunity to address Council (with or without legal counsel, at Employee's discretion) concerning the allegations.

If terminated for cause, Employee's salary and benefits shall cease on the day of termination, except where otherwise expressly provided in this Agreement.

3. Termination Due to Death or Permanent Disability. In the event of Employee's death or Permanent Disability, Employee's employment and entitlement to any further compensation and benefits shall terminate on (the earlier of) the date of his death or the date on which his appointment ends due to Permanent Disability, and Employee or his/her estate shall not be entitled to any other compensation or benefits, except for any benefits already accrued and vested.

For purposes of this Agreement, "Permanently Disabled" means a determination by the Council that, for a continuous period of 24 weeks or more, Employee has been unable to perform the essential functions of his job (with or without reasonable accommodation) because of one or more mental or physical impairments and/or disabilities, and no other reasonable accommodation(s) can be made without imposing an undue hardship on the City, provided that the City may grant additional unpaid leave as a reasonable accommodation, if and to the extent that, in the sole judgment of the Council, doing so is required by law.

G. Severance Pay

In the event of Employee's Termination Without Cause or resignation for Good Reason during the Term. Employee shall be entitled to receive a lump sum severance payment equal to the following: (1) ten (10) months of Employee's regular salary, (2) all accrued, unused administrative leave up to a maximum of eighty (80) hours, and (3) all accrued, unused vacation time (collectively "Severance"). Employee's receipt of the Severance is conditioned upon Employee's execution without revocation of a full and complete release by Employee in favor of the City and its agents and employees (including the Council) of all claims arising from Employee's employment and/or the termination of Employee's employment with the City in a form acceptable to the City ("Release Agreement"). The Severance shall be paid within thirty days of the effective date of the Release Agreement.

"Good Reason" as used in this Section G, means Employee's resignation following (a) a salary reduction greater in percentage than an across-the-board reduction for all non-represented exempt City employees, or (b) a formal request to Employee by the Council that he resign.

H. General Provisions

1. Other Terms and Conditions of Employment. The City shall, either by amendments to this Agreement and/or policies applicable to City employees generally, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by Employee with the agreement of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

2. Entire Agreement. This Agreement encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether verbal or written.

3. Waiver. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

4. Construction. This Agreement was the result of negotiation by the Parties. The Parties agree that the general rule of construction requiring that the Agreement be construed against the drafter will not apply to the interpretation of this Agreement.

5. Independent Counsel. Both Parties acknowledge that they have read and understand the Agreement, enter into it voluntarily, and have had the opportunity to have it reviewed by counsel of their choice.

6. Governing Law. The provisions of this Agreement shall be interpreted, construed, and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Yamhill County.

7. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. Enforcement of this Agreement is reserved to the Parties.

8. Subcontractors/Assignment. Employee shall not subcontract, assign, or transfer any of the work to be performed under this Agreement without prior written consent of the City.

9. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the terminating terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term and provision held to be invalid.

10. Notices. Any notices that are required under the terms of this Agreement shall be sent by first-class mail or hand delivered to Employee at the address listed on the most recent IRS Form W-4 on file, or to the City at its regular business address to the Mayor's attention with a copy to the City Attorney.

CITY COUNCIL

Bill Rosacker, Mayor and designated representative of the City
Council for the City of Newberg

Accepted this ____ day of _____ 2025.

EMPLOYEE

Will Worthey

Accepted this ____ day of _____ 2025.

EXHIBIT A
City of Newberg Position Description
City Manager

SUMMARY OF DUTIES & RESPONSIBILITIES

The City Manager is appointed by, reports to, and serves at the pleasure of the City Council and provides administrative direction and leadership to all City departments. It is the role of the City Manager to propose and administer the City budget and ensure efficient and effective performance of City operations, in addition to assisting the City Council translate its vision and goals for Newberg into action plans. The City Manager works to implement the Council's priorities and directives, attends all Council meetings, makes reports and recommendations to the Council, and keeps the Council well-informed of matters affecting the City and its workforce. This is a high-level leadership position that demands creating and maintaining the best possible employment atmosphere at the City of Newberg.

The City Manager is an appointive officer of the City as provided for in Chapter VIII, Section 34 of the Charter. This excerpt follows:

Section 34. City Manager.

(a) The office of City Manager is established as the administrative head of the City government. The City Manager is responsible to the Mayor and Councilors for the proper administration of all City business. The City Manager will assist the Mayor and Councilors in the development of City policies, and carry out policies established by ordinances, resolutions, and orders.

(b) A majority of the Council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager need not reside in the City or the state at the time of appointment.

(d) The manager may be appointed for a definite or an indefinite term and may be removed at any time by a majority of the Council. The Council must fill the office by appointment as soon as practicable after the vacancy occurs.

(e) The manager must:

(1) Attend all Council meetings unless excused by the Mayor or Council.

(2) Make reports and recommendations to the Council about the needs of the City.

(3) Administer and enforce all City ordinances, resolutions, orders, franchises, leases, contracts, permits, and other City decisions.

(4) Appoint, supervise and remove City employees.

(5) Organize City departments and administrative structure.

(6) Prepare and administer the annual City budget.

(7) Administer City utilities and property.

(8) Encourage and support regional and intergovernmental cooperation.

(9) Promote cooperation among the Council, staff and citizens in developing City policies, and building a sense of community.

(10) Perform other duties as directed by the Council.

(11) Delegate duties but remain responsible for acts of all subordinates.

(f) The manager has no authority over the Council, City Attorney, or the judicial functions of the Municipal Judge.

(g) The manager, the City Attorney, and other employees designated by the Council may sit at Council meetings but have no vote. The manager may take part in all Council discussions.

(h) When the manager is temporarily disabled from acting as manager or when the office of manager becomes vacant, the Council must appoint manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with Council approval.

(i) No Council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts.

Violation of this prohibition is grounds for removal from office by a majority of the Council after a public hearing. In Council meetings, Councilors may discuss or suggest anything with the manager relating to City business.

SUPERVISION RECEIVED

The City Manager works under the broad policy guidance of the City Council and is subject to its direction.

SUPERVISION EXERCISED

The City Manager shall exercise supervision over all municipal employees either directly or through department heads and supervisors, exclusive of the City Attorney, and Municipal Judge. This position must employ the highest level of honesty, integrity and ethics when supervising employees, while retaining continuing awareness that the position is in public service to residents of Newberg. The City Manager should personify the city's STRIVE principles outlined below.

Examples of Duties

TYPICAL EXAMPLES OF WORK

The City Manager may perform a combination of some or all the following duties that are a representative sample of the level of work appropriate to this position.

1. Management:

EXHIBIT A

1. Responsible for the management and supervision of all City departments, agencies, and offices to achieve goals within available resources by appropriately delegating duties.
 2. Oversees the administration of workloads and staff assignments by studying, standardizing, and determining work roles, responsibilities, and procedures to improve efficiency and effectiveness of operations; preparing work schedules to expedite workflow.
 3. Appoints and removes all department heads and employees of the City.
2. Planning Goals:
 1. Provides leadership and direction in the development of short and long-range plans with City staff and the City Council.
 2. Oversees the administration of plans, reviews progress, and directs changes as needed, based on new developments in technology, legislation, practices, and regulations.
 3. Investigates, integrates, and implements technology where administratively and fiscally feasible.
 4. Gathers, interprets, and prepares data for studies, reports, and policy recommendations.
 5. Coordinates department activities with other departments and agencies as needed.
3. Communications:
 1. Provides written and oral professional advice to the City Council and department heads in a timely, clear, thorough, and concise manner.
 2. Communicates official plans, policies, and procedures to staff, the media, and to the general public.
 3. Presents information to councils, boards, commissions, civic groups, and to the general public.
 4. Issues clearly written and concise oral instructions to assign duties.
 5. Provides guidance to staff on social media and community engagement.
 6. Promotes harmony among City staff and works to resolve grievances, in a consistent manner, including giving and accepting direction and instructions in a positive way.
4. Fiscal Agent/Budget Officer:
 1. Assures that assigned areas of responsibility are performed within budget and demonstrates effective and efficient use of budgeted funds, personnel, materials, facilities, and time in compliance with federal, state and local laws.

2. As budget officer, performs cost control activities and monitors revenues and expenditures in all departments, to assure sound fiscal control and to encourage innovative practices.
3. As budget officer, prepares annual budget requests and ensures that the budget addresses the City Council's goals and objectives.
5. Customer Service:
 1. Advises and assists City staff in performing duties to adjust errors and address complaints.
 2. Projects a positive public image and is courteous to the public at all times.
 3. Maintains effective relations with media representatives.
 4. Promotes cooperation among the City Council, staff, and residents in developing policies and to build a sense of community.
 5. Promotes the city's **STRIVE** values of Service, Teamwork, Responsibility, Integrity, Value and Equity.
6. Intergovernmental Relations:
 1. Maintains effective communication with local, regional, state, and federal government agencies.
 2. Actively pursues financial resources (grants) from other agencies.
 3. Contributes to good government through participation in local, regional, and state committees and organizations.
 4. Effectively represents City programs and projects with legislators and state agencies in coordination with the City Council and Mayor.
 5. Keeps the City Council informed of current plans and activities of administration and new developments in technology, legislation, governmental practices, and regulations.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This position description does not constitute an employment agreement between the City Council and the employee and is subject to change by the Council as the needs of the City and requirements of the job change.

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐

No. 2025-3994

Subject: City Manager Annual Performance Preview

Staff: Will Worthey

Department: Administration

Business Session

Order On Agenda:

Hearing Type: N/A

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Approve Resolution 2025-3994 establishing a process for the City Manager's annual review.

Executive Summary: The City Manager's performance review is conducted annually. This resolution proposes a formal structure for the review, including a timeline, and the process for obtaining input from City department heads.

Fiscal Impact: No fiscal impact expected

Council Goals: This resolution will help facilitate all Council Goals.



RESOLUTION No. 2025-3994

A Resolution establishing a process for the City Manager's annual review.

Recitals:

1. WHEREAS, the City Council reviews the City Manager's performance annually,
2. WHEREAS, the City Council desires input from City Staff on the City Manager's performance, and,
2. WHEREAS, the City Council desires to establish a process by which to conduct the City Manager's annual review.

The City of Newberg Resolves as Follows:

1. The Mayor and the City Manager shall meet at least annually in January each year to conduct a preview of the coming calendar year and review the performance of the City Manager for the previous calendar year. The Mayor may choose to delegate this task to the Council President.
2. The City Manager's annual preview will follow the process described in **Exhibit A**.

Effective Date of this resolution is the day after the adoption date, which is: October 6, 2025.

Adopted by the City Council of Newberg, Oregon, this 6th day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor

EXHIBIT A
City Manager's Annual Review and Preview Process

The following process can either be managed directly by the Mayor of the City of Newberg or assigned by the Mayor to the Council President. In either case the Human Resources Manager will assist the Mayor or Council President in this annual process.

The review shall be based on the total scope of the work assigned to the City Manager for the previous year.

In November of each year the Mayor of the City of Newberg or Council President will, in an executive session unless the City Manager requests a public hearing, poll all members of the City Council to evaluate the City Manager's performance over the past year, including with respect to the needs and objectives of the Council priorities / goals list. The Council's evaluation will focus on the performance of the City Manager and will not include a general evaluation of an agency goal, objective or operation or any directive to personnel concerning agency goals, objectives, operations or programs.

Also in November of each year the Mayor of the City of Newberg or Council President will collect feedback and information from the following department heads for suggestions on ways that the City (or other staff) could further enhance the performance of the organization:

- The City Recorder
- The Director of Community Development
- The Finance Director
- The IT Manager
- The Library Director
- The Manager of Human Resources
- The Police Chief
- The Public Works Director

In December of each year the Mayor of the City of Newberg or Council President, with the assistance of the Manager of Human Resources, will compile the results of these inquiries into a performance preview discussion document. In January of each year the Mayor of the City of Newberg or Council President will schedule a time to meet with the City Manager to go over these suggestions for enhancing the performance of the organization.

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐

No. 2025-3995

Subject: City Manager Succession Plan

Staff: Will Worthey

Department: Administration

Business Session

Order On Agenda: New Business

Hearing Type: N/A

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Approve Resolution 2025-3995 establishing a succession plan for the City Manager position.

Executive Summary: The City Council has recently entered into an employment contract with City Manager Will Worthey. The employment contract extends to June 20, 2034, when Mr. Worthey plans to retire. This Resolution would establish a succession plan for seating the new City Manager in the event that Mr. Worthey retires from the City on June 30, 2034.

Fiscal Impact: No fiscal impact expected

Council Goals: This Resolution facilitates all Council Goals.

RESOLUTION NO. 2025-3995

A Resolution establishing a succession plan for the City Manager position.

Recitals:

1. WHEREAS, the City Council has approved an employment contract with City Manager Will Worthey that expires June 30, 2034, barring early termination or separation, and
2. WHEREAS, the City Council desires to establish a process to seat a new City Manager when Mr. Worthey retires.

The City of Newberg Resolves as Follows:

1. In the event that this agreement runs its full term without early termination or separation the transition to the next Newberg City Manager will be handled by the following procedure:
 - a. **Recruitment Period.** On January 1, 2034, City Manager Worthey, assisted by the head of human resources will initiate a recruitment process to find a successor to fill the role of City Manager. City Manager Worthey will ensure that the search is national in scope and will utilize pre-budgeted recruiting funds to obtain a rich pool of candidates.

The City will use a formal, scored recruiting process. This scored panel process involving the members of City Council, the department heads and a community panel, to ensure a well rounded and experienced candidate in line with the procedures set by the Newberg Uniform Hiring Policy.
 - b. **Succession Date.** On July 1, 2034 the new City Manager will be seated, and Mr. Worthey will step down from City Manager duties.
 - c. **Option to Serve as Assistant City Manager.** On July 1, 2034, Mr. Worthey at his sole discretion may elect to transition into the role of Assistant City Manager (“ACM”) to ensure that the new City Manager can draw upon Mr. Worthey’s experience and advice. This will ensure the stability and success of the City of Newberg following the leadership transition. This ACM position will be a regular, exempt managerial position with no contract.

While in the role of ACM, Mr. Worthey’s salary will be reduced to match that of the most highly compensated department head on staff as of July 1, 2034. The new City Manager

will direct the ACM with regard to the departments that will remain in the ACM's portfolio. The ACM will help the new City Manager grow into their role while respectfully following their direction in accordance with the Employee Handbook.

Effective Date of this resolution is the day after the adoption date, which is: October 6, 2025.

Adopted by the City Council of Newberg, Oregon, this 6 day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 20, 2025

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐

No. 2025-3989

Subject: Library Surveillance Policy

Staff: Korie Buerkle
Department: Library

Business Session

Order On Agenda:

Hearing Type: Administrative

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: The Library Director recommends the City Council approve the updated Library Surveillance Policy, reviewed by legal counsel, and passed by the Library Advisory Board in August 2025.

Executive Summary: For the last several years the library has worked to install cameras inside and outside the library to deter unsafe behavior. We have followed this with a Library Policy for transparency to the public, and to ensure library staff understand expectations and use around surveillance.

Fiscal Impact: None

Council Goals: This policy speaks to Council Goal 3: “Enhance Community Safety,” as the cameras inside and outside the library deter unsafe behavior. Furthermore this policy provides transparency, Goal 4 of City Council Goals, by sharing expectations and reasoning with the public.



RESOLUTION No. 2025-3989

A Resolution

Recitals:

1. The Newberg Public Library provides library items, resources and programming for the community in a clean and safe space for individuals and families using the library.
2. While the library cameras and notice to the public of the cameras have been in place for many years, this is the first Library Surveillance Policy.
3. The new Library Surveillance Policy, passed by the Library Advisory Board in August 2025, provides more transparency to the public, and ensures library staff understand expectations and use around surveillance.

The City of Newberg Resolves as Follows:

1. To approve the updated Library Surveillance Policy as seen in Exhibit A.

Effective Date of this resolution is the day after the adoption date, which is: October 20, 2025.

Adopted by the City Council of Newberg, Oregon, this 20th day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor



Surveillance Policy

Authority: Library Advisory Board

History: Adopted by the Newberg Library Board on 08/21/2025, Adopted by the Newberg City Council on 00/00/0000

Purpose

To aid in protecting the safety of individuals and the property of the library, and to deter crime, the Newberg Public Library (the Library) uses video surveillance equipment.

Signs around the Library will be posted to alert the public to surveillance.

Surveillance

Video surveillance is limited to areas that do not violate the reasonable expectation of privacy; such as areas of public usage, staff work areas, parking lots, and exterior grounds.

Targeted video surveillance is prohibited if such observation is based on the characteristics and classifications that would be considered discriminatory under local, state, or federal law (e.g., race, gender, sexual orientation, national origin, disability, etc.).

Use of Video

In instances when the Library calls the police or files a police report, the Library may release recorded footage or images if such images do not include any information protected by the Oregon Public Records Law, including records protected under ORS 192.355(23).

Camera footage or images may also be shared with the City/Library insurance representatives when relevant to an insurance claim investigation without the consultation of legal representation.

Requests for Video

In response to a search warrant, subpoena, or court order, when the Library Director is unavailable, the Senior Librarian or Library supervisory staff will review and determine eligibility for release in consultation with legal representation.

All requests for disclosure of recorded footage or images, except as stated above for law enforcement or insurance purposes, shall be addressed in accordance with Oregon Public Records Law, and submitted to the City Recorder through the stated process for Public Records Requests.

The City Recorder shall review the requested video or images and determine if they contain any information protected from disclosure under ORS 192.355(23) or any other exemptions from public disclosure. When a request is made to inspect or copy recorded images that are exempt from disclosure under the Oregon Public Records Law, and contain images that are not exempt, the library shall reasonably attempt to redact the exempt images and make the remaining images available for inspection or copying.



Newberg
Public Library

LIBRARY STATS

- Open 42 hours/week
- Averaging over 8,200 library visits/month
- Averaging over 32,800 circulation events/month
- Averaging 2,650 reference questions/month



SURVEILLANCE POLICY

Purpose

To aid in protecting the safety of individuals and the property of the library, and to deter crime, the Newberg Public Library uses video surveillance equipment.

We believe the cameras continue to be successful in discouraging unsafe behaviors around the library. The library continues to work closely with NDPD when issues arise.

Camera footage does not violate the reasonable expectation of privacy. Signs are posted around the library.

The library has many cameras, inside and outside, but for security purposes I will not be sharing the exact number or the scope of views.





Newberg
Public Library

korie.buerkle@newbergoregon.gov

REQUEST FOR COUNCIL ACTION



Date Action Requested: October 6, 2025

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Information <input type="checkbox"/> Proclamation <input type="checkbox"/>	
No. 2025-3993	
Subject: Records Control Policy and Data Control Plan	Staff: Rachel Thomas Department: Administration
Business Session	Order On Agenda: New Business
Hearing Type: Administrative	

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation: Approve Resolution 2025-3933 allowing the City Recorder to update and implement the new Records Policy and Data Control Plan.

Executive Summary: Digital Records in the City of Newberg are in a need of organization and structure in order to streamline work processes, gain control over our data, and meet legal requirements for retention and preservation.

Currently, files are stored in native systems, Windows drives, SharePoint, Teams, and Oregon Record Management System. Some departments have created organizational structures for their records and others are using inherited structures that lack organization or drive mapping. There is a lack of cohesion on which types of records are held where, a large amount of ROT (redundant, obsolete, and transitory records), and many items that are not entering the final disposition stages.

Goals:

- A. Education on the data repositories and what should live where
- B. All drives organized and cleaned out
 - a. Drive map for each with basic hierarchy based on department needs
 - b. Plan for Ongoing Maintenance and Checks
- C. Short term repository purge plan (teams, voicemails, etc.)
- D. Records Policy

See Exhibit A

Fiscal Impact: No fiscal impact expected

Council Goals: Goal 1: Continue to create and maintain a high level of customer service and Goal 4 Create and Maintain a high level of transparency with our residents to build trust.



RESOLUTION NO. 2025-3993

A Resolution adopting a new Records policy for the City of Newberg.

Recitals:

1. WHEREAS, the digital records within the City of Newberg are in need of organization and structure.
2. WHEREAS, a records policy will allow the city to streamline the work process, gain control over data and meet legal requirements for retention and preservation.

The City of Newberg Resolves as Follows:

1. Adopt Records Policy and Data Control Plan.

Effective Date of this resolution is the day after the adoption date, which is: October 7, 2025.

Adopted by the City Council of Newberg, Oregon, this 6 day of October, 2025.

Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2025.

Bill Rosacker, Mayor

Exhibit A

Records Policy and Data control plan v1

Situation

Digital Records in the City of Newberg are in a need of organization and structure in order to streamline work processes, gain control over our data, and meet legal requirements for retention and preservation.

Currently, files are stored in native systems (Tyler, OpenGov, TrakIt, etc), Windows drives, SharePoint, Teams, and ORMS. Some departments have created organizational structures for their records and others are using inherited structures that lack organization or drive mapping. There is a lack of cohesion on which types of records are held where, a large amount of ROT (redundant, obsolete, and transitory records), and many items that are not entering the final disposition stages.

Goals:

- A. Education on the data repositories and what should live where
- B. All drives organized and cleaned out
 - a. Drive map for each with basic hierarchy based on department needs
 - b. Plan for Ongoing Maintenance and Checks
- C. Short term repository purge plan (teams, voicemails, etc.)
- D. Records Policy

Goal A: Education on the Data Repositories and What Lives Where

Overview – four types of data storage

Electronic data used by the city of Newberg will fall into four categories. These can be thought of as being from the least permanent to the most permanent.

1. Microsoft Teams is used for temporary file shares between a few staff. These are entirely **transitory**, and the files should be removed as soon as the team's objective is met. Do not leave files sitting in this state indefinitely. Be careful not to delete items that have a retention schedule when you move them from this transitory location. This may be used for things like assistance proofreading, quickly sharing a resource, one time collaboration.
2. Software Programs. Files may be saved in **software** programs like OpenGov, Tyler, OnBoardGov and other software systems as long as the retention in those systems is approved by the City Recorder and IT Director. When approved, materials created and housed in these systems do not need to be stored elsewhere unless the system is discontinued or if items need to be retained longer than the system can maintain them. Software systems must have redundant data storage, meet our cybersecurity policies, and have a clear way to export our data when needed.
3. SharePoint intranet. This repository is the workhorse for active topical files that need to be **shared**. This means shared between staff within a department or shared between departments. There will also eventually be a section of SharePoint used to upload or deliver documents to external targets. SharePoint is not for long term archiving. Examples include documents or

policies that are highly active or current, and materials pertaining to projects under construction. Additionally, do not keep excessive numbers of drafts. Consider SharePoint for collaborative projects and use version control and track changes functions to eliminate the need for multiple drafts and versions.

As described above SharePoint is for sharing, not for archiving or retention. All the items stored in SharePoint need to have a reasonable expectation of being downloaded or accessed for some purpose in the next six months. Any files that do not fit into this category should not be stored in SharePoint.

Additionally, when a project is de-prioritized or ends the relevant files should be moved from SharePoint to Windows drive storage or ORMS depending on where they are at in their life cycle.

Here are some additional SharePoint dos and don'ts:

- Do not dump whole windows directories into SharePoint.
- Move files thoughtfully into and out of SharePoint when the time is right.
- In line with our cybersecurity plan do not grant access to SharePoint for non-staff members outside of the specific area created for sharing.
- Create departmental processes that provoke you to move items out of SharePoint once projects complete.
- Do use SharePoint for quick file shares where appropriate (confidential items should still be sent via email and encrypted as required).

4. Windows drive storage. This repository is for the storage of active files that may be needed in the near to medium future but are not being actively shared or used at this time. This is also appropriate storage for large media, or files not intended for an active audience. Examples include images or plans that may be needed again in the **near future** but not likely to be needed in the next few months, video footage of sewer inspections, or installation media for special software a department might need. Think of this as your departmental resource library. It is for items only one individual may need at a time that need to be kept for a while but are not going to be retained long enough to be placed in ORMS. The rule of thumb is 3 years or less. Windows Drives for each department must have a drive map on file with the City Recorder and have appropriate naming conventions to meet departmental needs.

5. Oregon Records Management Solution (ORMS). This repository is the **final** resting place for all digital data that needs to be retained in line with the state documents retention schedule. Active or soon to be active files should never be stored in ORMS (except for those with retention schedule set to 99 years or more). In addition, physical records are being digitized to place into this system. Records may be retrieved from this system either through the Web Drawer available through the city website or by those with seats assigned in each department.

6. The use of ad hoc storage mechanisms such as thumb drives, drop box, or other cloud-based storage should cease entirely, use one of the other options for your storage and

sharing needs.

Goal B: All Drives Organized and Cleaned Out

Each department is responsible for conducting clean out and organization of their records. The City Recorder's Office will offer support and training on this work including training, one on one consultations, records triages, and assistance with creating drive maps. This work must be completed or the department must be on the City Recorder work schedule for assistance by December 31, 2025.

- A. Inventory records and learn what you have
 - a. Create a high-level record describing the file types in each main folder including things such as: date ranges, notes about duplication, subjects covered, who works with/on those records
- B. Decide what records/projects will be maintained in what digital space
 - a. See guide under goal A to think about where different records will be handled.
- C. Create a windows drive map (best done as a team) and plans for any other digital systems used (i.e. SharePoint)
 - a. Avoid acronyms
 - b. Do not use ALL CAPs
 - c. No personal folders
 - d. Include dates in folder names where relevant
 - e. Avoid special characters in naming
 - f. Do not create file pits, follow the 3 clicks rule.
 - g. Consider access permissions for any restricted files
 - h. Consider alphabetical vs subject based
 - i. Document the drive map with a brief description of what goes in each section of your drive.
- D. Disposition files that need to be disposed or archived
 - a. Create a destruction form and follow destruction process for any items that need to be disposed of (moving into a temporary delete me folder is ok while undergoing this process)
 - i. Look for:
 - 1. Duplicates
 - 2. Transitory materials
 - 3. Anything that does not fit the state definition of a record
 - 4. Obsolete materials
 - 5. Items past retention
 - 6. Items maintained by other departments
 - b. Work with your records coordinator/ the City Recorder to move files into ORMS
- E. Transfer files into new file system, renaming for consistency as needed
 - a. Move folders into their home
 - b. All files in an area should be clearly named for ease of access
- F. Train team on new system
 - a. Provide everyone with a copy of the drive map
 - b. Discuss how the system will work with your workflows
 - c. Set an expectation that everyone adheres to the system

- G. Schedule routine checkups to ensure that the system is followed and clean up any messes (it happens to everyone!)
 - a. This may include daily wraps ups, weekly redundancy checks, a monthly check by your records coordinator and a yearly team effort during records week. (Consider what will work for your team.)

Goal C: Transitory Record Purge Plan

Transitory records are records such as Teams messages and folders, texts, and voicemails used for quick sharing of informational items. These platforms are only to be used for quick informational items of no enduring value. For example, checking on a meeting time, letting your boss know you are running late, requesting a call back, asking for a colleagues help. No official business should be conducted using these platforms.

Teams messages may be deleted after 30 days. Voicemails and text messages should be deleted by the user when no longer needed.

Though these records do not need to be maintained, they are subject to records requests if they have been kept.

In addition, reference copies, duplicates, and drafts are also transitory records. Should you create a copy for your own use (i.e. printing a copy of something to read it), the copy should be destroyed or thrown away when you are no longer using it. Draft copies should only be kept when they show a substantial policy shift from the final version.

Goal D: Records Policy

1. Adoption of state retention schedule
 - a. The City of Newberg adheres to the state retention schedule for cities in alignment with ORS 192 and 357. Records will be disposed of as soon as practicable after the minimum retention threshold is met. (NMC 2.25.010)
2. Retention schedule exemptions
 - a. When deemed necessary, the City may choose to retain records longer than the minimum retention to satisfy a legal, administrative, or historical need. Exemptions must be approved by the City Recorder and documented.
3. What records are maintained where
 - a. The majority of the city's records are being migrated to a digital format and preserved in the Oregon Records Management System (ORMS).
 - b. Physical records awaiting digitization or further processing may be stored in department specific records areas, the second floor records room, or the archives building.
 - c. Emails are retained through an email archiving system by the IT department and purged on a regular basis. See Email retention policy.
4. Physical vs digital
 - a. A physical copy of all City Council Minutes will be maintained in addition to a digital copy.
 - b. Records deemed to be of historic value may be maintained physically. This decision is made by the City Recorder.
 - c. Records older than 1925 will be offered to the State Archives as a means of final

disposition. If the State Archives declines the records they will be maintained physically.

5. Records responsibilities

- a. The ultimate responsibility for records management lies with the City Recorder. The City Recorder will create policies and procedure, approve records destruction requests, manage public records requests, maintain records platforms, and provide training and assistance for all records work.
- b. Each department has assigned a records coordinator who has the responsibility of coordinating their departmental records management, responding to public records requests from the City Recorder, passing along records training to department employees.

6. Records Destruction

- a. Inappropriate destruction of records, without legal authority, may result in a misdemeanor charge of tampering with public records. (ORS 162.305).
- b. A destruction form is required prior to the destruction of any public record. It must be signed by the City Recorder before any destruction commences.
- c. If a public records request or legal hold request occurs, the related records will be held until the matter is completely resolved.
- d. At least annually, all departments must inspect their records and destroy any that have passed minimum retention.

Related Policies and Procedures:

- Public Records Request Policy
- Email Retention Policy
- Records Destruction Forms
- Contracts and IGAs Management Policy
- Cyber Security Procedure